



CITY OF
BLOOMINGTON
COUNCIL MEETING
MAY 22, 2017

AGENDA

CONSENT AGENDA

REGULAR AGENDA



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.

RESOLUTION NO. 2016 -29

**A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE
CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

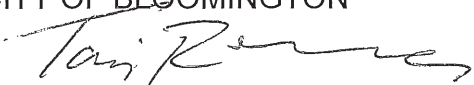
Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, MAY 22, 2017; 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation in Recognition of Lucy Sanchez.
 - B. Recognition of Cub Scout Pack 3905 Webelos (5th Graders from Pepper Ridge Elementary) on completing their Arrow Light Badge.
 - C. Appointment of Robert Bradley to the Citizens Beautification Committee.
 - D. Reappointment of Erica Larkin to the Citizens Beautification Committee.
 - E. Appointment of Ronald Crick to the Cultural District Commission.
 - F. Reappointment of Loreto Delgado III to the Cultural District Commission.
 - G. Reappointment of Thomas Whalen to the Fire and Police Commissioners.
 - H. Reappointment of Nicole Chlebek and Ryan Scritchlow to the Planning Commission.

6. 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, 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.)

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

7. “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 is Item #8.

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

- A. Consideration of approving the Minutes of the May 8, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$8,216,696.02. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$8,216,696.02 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments and Reappointments to Various Boards and Commissions. *(Recommend Robert Bradley be appointed to the Citizens Beautification Committee; Erica Larkin be reappointed to the Citizens Beautification Committee; Ronald Crick be appointed to the Cultural District Commission; that Loreto Delgado III be reappointed to the Cultural District Commission, that Thomas Whalen be reappointed to the Fire and Police Commissioners, and that Nicole Chlebek and Ryan Scritchlow be reappointed to the Planning Commission.)*
- D. Consideration of entering into a four year agreement with Motorola Solutions Services to protect the City's first responder radio system, in the amount of \$291,382.78. *(Recommend approving the four Service Agreement with Motorola Solutions in the amount of \$291,382.78 as a sole source provider, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- E. Consideration of approving an agreement with Tyler Technologies for various MUNIS modules and payment for software maintenance in the amount of \$171,521.58. *(Recommend the payment for software license maintenance and support agreement with Tyler Technologies, covering various modules of the City’s MUNIS Enterprise Resource Planning (ERP) system, in the amount of \$171,521.58, be approved and the Purchasing Agent be authorized to issue a Purchase Order for the same.)*
- F. Consideration of approving a Resolution Waiving the Formal Bid Process to Purchase through limited source Ferguson Waterworks for Neptune Water Meters and related

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accessories for the Water Department FY 2018 Water Meter Installation Program. *(Recommend Council approve a Resolution Waiving the Formal Bid Process authorizing the purchase of water meters and related accessories as a limited source, from Ferguson Waterworks as the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list up to a total maximum of \$800,000, authorize the Mayor and City Clerk to execute the Resolution, and the Procurement Manager be authorized to execute a purchase order.)*

G. Consideration of:

a) Resolution approving a cost modification to the Agreement with Maurer-Stutz, Inc. for Professional Engineering Design Services for Lutz Rd. Improvements: Morris Ave. to Luther Oaks, RFQ No. 2014 – 25; and

b) Approving an Ordinance Budget Amendment in the amount of \$18,867.07.

(Recommend the City Council approve a Resolution authorizing a change order with Maurer-Stutz, Inc. for Professional Engineering Design Services for Lutz Rd. Improvements: Morris Ave. to Luther Oaks in the amount of \$18,867.01; adopt an Ordinance amending the budget; authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.)

H. Consideration of adopting an Ordinance approving a Petition from Core III, LLC, for a final plat for Airport Park 18th Addition Final Plat, located East of Ekstam Drive and south of Cornelius Drive. *(Recommend the Ordinance be passed approving the expedited final plat for Airport Park 18th Addition and that the Mayor and City Clerk be authorized to sign the necessary documents subject to the petitioner paying the required tap-on fees.)*

I. Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 1, Block N/A of Camp Eagle Point, from Nancy McCriskin Trust to Doris Jean Ward. *(Recommend the Lake Lease Transfer be approved, subject to the septic system conditions included in the Mclean County Health Department's April 25, 2017, letter and the new lease holder permit current improvements constructed on the reservoir within 6 months of transfer, and contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

J. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 10, 2017. *(Recommend an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow*

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Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 11, 2017, be adopted.)

- K. Consideration of a request from Jody Brucker and Rachael Kerrick to allow moderate consumption of alcohol at their June 10, 2017 wedding reception to be held at Davis Lodge. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 10, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

8. Public Hearing

- A. Public hearing on the Annexation Agreement submitted by Vale Church for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle. *(Recommend Council open the public hearing to receive comments from the public regarding this item.) (Presentation by Tom Dabareiner, Director of Community Development, 10 minutes.)*

9. Regular Agenda

- A. Consideration of adoption of an Ordinance approving an Annexation Agreement submitted by Vale Church for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle. *(Recommend adopt an Ordinance approving an Annexation Agreement submitted by Vale Church for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Tom Dabareiner, Director of Community Development, 5 minutes, Council Discussion 10 minutes.)*
- B. Consideration of adoption of an Ordinance approving the Annexation for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle and the rezoning of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions request submitted by Vale Church. *(Recommend an Ordinance approving the Annexation for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle and the Rezoning of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tom Dabareiner, Director of Community Development, 5 minutes, Council Discussion 10 minutes.)*
- C. Consideration of adopting an Ordinance approving a Petition from Vale Community Church, for an expedited final plat for Vale Commons Subdivision Final Plat, located south of Ireland Grove Road and east of Hershey Road. *(Recommend the Ordinance be passed approving the expedited final plat for Vale Commons Subdivision and that the Mayor and City Clerk be*

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authorized to sign the necessary documents subject to the petitioner paying the required tap-on fees.) (Presentation by Tom Dabareiner, Director of Community Development, 5 minutes, Council Discussion 10 minutes.)

- D. Consideration of approving an Ordinance Amending Chapters 2 and 29 of the Bloomington Municipal Code creating a Transportation Commission. *(Recommend the Ordinance Amending Chapters 2 and 29 of the City Code, be approved creating a Transportation Commission, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes, Council Discussion 10 minutes.)*
- E. Consideration of a Resolution to approve the City of Bloomington's submission to the McLean County Regional Planning Commission for the Fiscal Year 2018-2022 Transportation Improvement Program for the Bloomington-Normal Urbanized Area. *(Recommend the Resolution to approve the City of Bloomington's submission to the McLean County Regional Planning Commission for the Fiscal Year 2018-2022 Transportation Improvement Program for the Bloomington-Normal Urbanized Area be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. City Aldermen's Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

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Council Date: May 22, 2017

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Proclamation in Recognition of Lucy Sanchez.
- B. Recognition of Cub Scout Pack 3905 Webelos (5th Graders from Pepper Ridge Elementary) on completing their Arrow Light Badge.
- C. Appointment of Robert Bradley to the Citizens Beautification Committee.
- D. Reappointment of Erica Larkin to the Citizens Beautification Committee.
- E. Appointment of Ronald Crick to the Cultural District Commission.
- F. Reappointment of Loreto Delgado III to the Cultural District Commission.
- G. Reappointment of Thomas Whalen to the Fire and Police Commissioners.
- H. Reappointment of Nicole Chlebek and Ryan Scritchlow to the Planning Commission.

PROCLAMATION

Recognition of Lucy Sanchez

WHEREAS, we are here to celebrate the recent achievements of Lucy Sanchez, a 2017 graduating senior from Illinois Wesleyan University; and,

WHEREAS, in the senior, Juried Student Art Exhibitions one of Lucy's work was awarded the CLA Social Sciences Art Purchase Award. Lucy's award winning art will hang in an academic building on campus; and,

WHEREAS, Lucy will be sharing her art work with the City of Bloomington; and,

WHEREAS, the City is honored to have such beautiful pieces of art that reflect Lucy's perseverance and determination while attending Illinois Wesleyan University; and,

WHEREAS, I, Tari Renner, Mayor of the City of Bloomington, do hereby deem it an honor and pleasure to extend this proclamation to Lucy Sanchez, with sincere congratulations.

THEREFORE, IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of The City of Bloomington be affixed, this 22nd day of May 2017.

Tari Renner

Cherry Lawson

Mayor

City Clerk



 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving the Minutes of the May 8, 2017 Regular City Council.

RECOMMENDATION/MOTION: That the reading of minutes be dispensed and approved as printed.

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 within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:



David A. Hales
City Manager

Attachments:

- May 8, 2017 Regular City Council Meeting Minutes

SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, MAY 8, 2017; 7:00 P.M.

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, May 8, 2017. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

The Meeting was opened by Pledging Allegiance to the Flag followed by a moment of silent prayer.

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Karen Schmidt, Joni Painter, Diana Hauman, Kim Bray, and Mayor Tari Renner.

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk; Brendan Heffner, Chief of Police; Bob Yehl, Water Director; Scott Sprouls, IS Director, Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; and other City staff were also present.

5. Recognition / Appointments

- A. Proclamation of Recognition of Army Sgt. Josh Rodgers
- B. Recognition of Taisei Okazaki on visiting experience of travels to the United States.
- C. Proclamation of Recognition to Dr. Stephen C. Pilcher, Bloomington Primary Care Physician.
- D. Award of Green Achievement presented by Midwest Fiber Recycling, and Proclamation of Recognition of Green Achievement Award, presented to the City of Bloomington
- E. Proclamation declaring May 15-21, 2017 as “Public Works Week.”
- F. Proclamation declaring May 19, 2017 as, “National Bike to Work Day”
- G. Proclamation declaring May 21-27, 2017 as “Emergency Medical Services Week”
- H. Kiasha Henry and Susan Mohr be appointed to the Bloomington Board of Library Trustees

- I. Nicole Brown be appointed to the Fire and Police Commissioners.
- J. Elizabeth Kooba be appointed to the Citizens Beautification Committee.

6. Public Comment

Melanie Shellito

Glen Ludwig

7. Consent Agenda

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Schmidt, seconded by Alderman Painter, that the Consent Agenda be approved, with the exception of Item Nos. 7K and 7M.

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

Ayes: Aldermen Sage, Mathy, Mwilambwe, Buragas, Painter, Black, Schmidt, Hauman and Bray.

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the April 24, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$5,007,840.06.

The following was presented:

Item 7C: Consideration of Approving Appointment to Various Boards and Commissions.

The following was presented:

Item 7D: Consideration of approving a Memorandum of Understanding (MOU) between the City of Bloomington, Town of Normal and McLean County for the 2016 Byrne Justice Assistance (JAG grant 2016-DJ-BX-0984) Program Award.

The following was presented:

Item 7E: Consideration of an Ordinance accepting a bid from Megan Giroux in the amount of \$5,000 for the purchase of surplus real estate at 206 N. Darrah.

ORDINANCE 2017 - 34

AN ORDINANCE APPROVING A CONTRACT TO SELL REAL ESTATE LOCATED AT 206 DARRAH STREET, IN BLOOMINGTON, ILLINOIS

The following was presented:

Item 7F: Consideration of approval of a Continuum of Care Shelter Plus Care Grant Agreement (Project IL0288L5T1609) submission to HUD.

The following was presented:

Item 7G: Consideration of Analysis of Bids and the Approval of the FY2018 Emergency Utility Repair Contract with George Gildner, Inc. for City Bid No. 2018-03 in the amount of \$356,180.

The following was presented:

Item 7H: Consideration of Analysis of Bids and the Approval of the FY2018 Traffic Signal Maintenance & Emergency Traffic Signal Repair Contract with Bodine Electric of Decatur for City Bid No. 2018-04 in the amount of \$120,000.

The following was presented:

Item 7I: Consideration of Analysis of Bids and the Approval of the FY2018 Grading and Seeding Contract with George Gildner, Inc. for City Bid No. 2018-05 in the amount of \$129,522.50.

The following was presented:

Item 7J: Consideration of Analysis of Bids and the Approval of the FY 2018 Street, Alley, & Sidewalk Maintenance Contract with George Gildner, Inc. for City Bid No. 2018-06, in the amount of \$200,000.

The following was presented:

Item 7K: Consideration of:

- a) Resolution(s) approving a cost modification of the IDOT Motor Fuel Tax Agreement with Farnsworth Group, Inc. for Professional Engineering Design Services for

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Bloomington City Council Regular Meeting
Monday, May 8, 2017; 7:00 PM

Linden Street Bridge Rehabilitation Improvements in the amount of \$4,500.00, RFQ No. 2015 - 26.

RESOLUTION NO. 2017 - 19

A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$4,500.00 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND FARNSWORTH GROUP, INC.

- b) Approving an IDOT Resolution for Improvements by Municipality Under the Illinois Highway Code.

RESOLUTION NO. 2017 - 20

RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY
UNDER THE ILLINOIS HIGHWAY CODE

Motion by Alderman Schmidt, seconded by Alderman Black, that the City Council approve a Resolution authorizing a change order with Farnsworth Group, Inc. for Professional Engineering Services Agreement for Design and Construction Plan Preparation of Linden Street Bridge Rehabilitation, and that an IDOT Resolution for Improvement By Municipality be approved, in the amount of \$4,500.00, and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.

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

Ayes: Aldermen Sage, Mathy, Mwilambwe, Painter, Black, Schmidt, Hauman and Bray.

Recuse: Alderman Amelia Buragas departed the dais

Nays: None.

Motion carried.

The following was presented:

Item 7L: Consideration of the application of Golden House, LLC d/b/a Golden House, located at 2303 E. Washington St., Ste. 600-H requesting an RBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

The following was presented:

Item 7M: Consideration of the application of Board of Trustees of Illinois State University (ISU), d/b/a Illinois Shakespeare Festival, located at 48 Sunset Rd., requesting an EBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

Motion by Alderman Black, seconded by Alderman Hauman, that that the application Board of Trustees of Illinois State University (ISU), d/b/a Illinois Shakespeare Festival, located at 48 Sunset Rd., requesting an EBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all health and safety codes.

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

Ayes: Aldermen Sage, Mathy, Buragas, Painter, Black, Schmidt, Hauman and Bray.

Recuse: Alderman Mboka Mwilambwe

Nays: None.

Motion carried.

8. “Regular Agenda”

The following was presented:

Item 8A: Consideration of a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District.

Mr. Dabareiner commented that the items were not in the order to which it should have been; however, if it was not for the second item, Item 8B, we would not have Item 8A. In reviewing 8B, we found some zoning issues related to properties that are in the vicinity on the existing WBRP location. In fact, these properties that are highlighted, are the properties along Allin and Washington not associated with WBRP in Item 8B. These properties need some rezoning to allow them to continue the uses that they have in place; our only other option, having discovered these uses that are not legal in the current zoning, is to enforce and have them discontinue the residential portions of their activities. We thought it might be better to rezone and ensure that rezoning is consistent with the comprehensive plan. The process for this is, as Alderman Sage was talking earlier, is to bring it to Council and have Council ask the Planning Commission to do that rezoning, to consider that rezoning.

RESOLUTION NO. 2017 - 21

A RESOLUTION INITIATING THE REZONING OF 204 N. ALLIN STREET, AND OF

Regular City Council Meeting Minutes
Bloomington City Council Regular Meeting
Monday, May 8, 2017; 7:00 PM

800, 801, 802, 803, 804, AND 806 W. WASHINGTON STREET FROM
R-2, MIXED RESIDENTIAL, AND C-2, NEIGHBORHOOD SHOPPING DISTRICT, TO B-2,
GENERAL BUSINESS SERVICE DISTRICT

Motion by Alderman Black, seconded by Alderman Schmidt that a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Sage, Mathy, Mwilambwe, Buragas, Painter, Black, Schmidt, Hauman and Bray.

Nays: None.

Motion carried.

The following was presented:

Item 8B: Consideration of adopting an Ordinance rezoning the property located at 724 W. Washington Street from C-2, Neighborhood Shopping District to B-2, general business service district and the property located at 720 W. Washington Street from R-2, mixed residential district to B-2, general business service district.

(31:35) Mr. Dabareiner stated West Bloomington Revitalization Project has changed location. They are looking to include an apartment upstairs in the new location. To do that, the existing zoning would require rezoning. In order to allow, and they are looking at the need for the apartment to help pay expenses for the WBRP used downstairs, we need to rezone those two properties; one is actually residential right now, but the other would be C-2 – residential is not allowed. Council would need to approve rezoning in B-2 to allow WBRP to do everything that they want to do.

ORDINANCE NO. 2017 -35

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 724 W. WASHINGTON STREET FROM C-2, NEIGHBORHOOD SHOPPING DISTRICT TO B-2, GENERAL BUSINESS SERVICE DISTRICT AND THE PROPERTY LOCATED AT 720 W. WASHINGTON STREET FROM R-2, MIXED RESIDENTIAL DISTRICT TO B-2, GENERAL BUSINESS SERVICE DISTRICT

Motion by Alderman Painter seconded by Alderman Hauman that the Ordinance be adopted rezoning the property and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Sage, Mathy, Mwilambwe, Buragas, Hauman, Painter, and Bray.

Recuse: Aldermen Karen Schmidt and Scott Black

Nays: None.

Motion carried.

The following was presented:

Item 8C: Consideration of Analysis of Bids and the Approval of the FY2018 Utility Maintenance Contract with George Gildner, Inc. for City Bid No. 2018-02 in the amount of \$768,000.00.

Mr. Hales stated, Mr. Karch would provide an overview of the process we started several years ago to put out for bid a number of different maintenance contracts, some of which are labeled emergency contracts, and thought it would just be helpful, again, to go over again our objective in these bids, how they have been effective, and provide an update on those.

Mr. Karch recommended that Council approve this tonight as the City receive good price point, and we were thankful the prices came in better than we anticipated. That means that we can actually get more work done. It is important for you to know that our crews do work out in the field. The City of Bloomington, Public Works, Streets and Sewers employees have crews out in the field that do sanitary work, they do storm sewer inlets, and they do a lot of this work as well. We also do maintenance contracts, and so there is a dual-arm system that we have here in this community.

Mr. Yehl, is in the back, he can answer any specifics, but there is some additional revenue, or expenditures, going to the water fund because they are looking to accomplish some additional work this year. We are working in partnership with them. The Public Works Department bids this, but we do it in cooperation with the Water Department. Council had approved had already approved on the consent agenda four other maintenance contracts. This is just one of them. The purpose of these is for throughout the year, for staff to be able to be responsive when issues come up. I know Aldermen never send Public Works any requests at all. The citizens never contact you for any needs, but if you did, we actually utilize two different ways. We have maintenance contracts and we have our own crews. We share and we go out to use this maintenance contract when the works exceeds what our crews can do. Sometimes we do not have the right equipment. It is deeper than we can do, a larger project that we can do; that is whenever these maintenance contracts are invaluable. We appreciate your support tonight and we will entertain any questions that you have.

Alderman Buragas asked how the Marion detention basin falls in.

Mr. Karch stated a request came in from a citizen to Alderman Buragas. Our storm water utility fund, is not in a good state. We are not able to do as much work as we need to. It needs probably, quarter million to \$500,000 worth of work just on that basis alone, but we try to utilize this maintenance contract to go in there to keep things running that need to run. This is the kind of example that our crews will use throughout the year to address citizen complaints as we can.

Alderman Buragas asked if it is included in this contract.

Mr. Karch stated the way these contracts work, we do not have projects all listed out for Council to approve. These are a time and material basis is how these maintenance contracts are done. Because, throughout the year, projects keep coming up and so we deal with it on a competitive basis, so contractors bid actually on their labor rate.

Alderman Mathy stated one of the things in the wording in the background is it says *the work is beyond the capability of City crews due to lack of necessary equipment or manpower*. That seems to be kind of a generic phrase that he has seen multiple times. He asked whether Mr. Karch was keeping track of which projects so that Council is informed when there's a particular piece of equipment that is causing the City to always contract things out; it might be worth purchasing that piece of equipment.

Mr. Karch stated a good example is a backhoe versus a high-hoe. If you will see the larger operations, basically they will have a track hoe or a larger high-hoe, basically the bigger-boomed type of equipment that does excavation. If you ever see those larger excavation digs, the equipment is substantial in size. A backhoe is much smaller, it's bigger than a truck, but, again, it is comparable. It is able to dig down to 10, 12 feet in that area. Anything deeper than that 12 feet, and the boom arm of the backhoe just cannot reach it, and so we have to reach out and that is where the outsourcing comes into play. If we looked at adding equipment, we also have to look at adding staff because right now the work that comes in consistently exceeds what our crews are able to do, and whenever you see that kind of level of work piling up, it gets tough.

Alderman Mathy asked whether Public Works maintains a return on investment matrix. We have done this particular repair enough times that if we just went out and bought this equipment and staffed it properly, we would be saving the City's money. Do you have those kind of numbers that you are keeping track of?

Mr. Karch stated that he did not and the reason is we have been moving toward a work order system for a little while now and so to be able to prepare a good return on investment study like that, a work order system that accurately tracks more of the materials and time would be beneficial.

Alderman Painter asked whether Gildner been employed to do all of these FY2016 and 2017 utility maintenance projects or does the City help with that, or how does that work?

Mr. Karch stated, in this year and once awarded, Gildner will do all of the work for the year. In the past, there are City crews that did some of that work, but there was also other contractors

every year that would do it. So, this year there might be water, there might be storm, there might be sewer like the Marion Street basin, for example, that Gildner then would go out and take care of. Every year we award these contracts and whatever contractor gets it, that is who does the work. Is that your question?

Alderman Painter asked whether Gildner does all of the work, or whether the City do part of it. Mr. Karch stated, it was all of the work.

Alderman Hauman inquired about the Cement Mason, the rate goes from \$73 and there was a bid for \$40, a bid for \$71, and a bid for a penny. What do we get for a penny?

Mr. Karch stated contractors will put more money in some areas that they think might get more utilization than others. So, as a staff, it is always that balance of how do you know where to put that? Contractors are trying to get these bids. If they think they can add more money to one line item that is not used as extensively, they are able to capitalize and make more money. The way that these are done is we actually look at what types of projects have we seen in the past, what is the typical utilization rate by hours, and so we make our best guess. What I have found over the years that we have been doing this, we tweak it about every year.

Alderman Hauman stated it seems like even a truck driver, it goes from \$30 to \$60.

Mr. Karch stated a good example of this is some contractors that have worked with our staff will actually give us better rates if they know and they are familiar with our staff. He acknowledged the Engineering Division and stated credit goes to them as they coordinate the work in this area.

Motion by Alderman Schmidt, seconded by Alderman Hauman the unit prices and Contract with George Gildner, Inc. for the FY2018 Utility Maintenance Bid #2018-02 in the amount of \$768,000.00 be approved, and the City Manager and City Clerk be authorized to execute the necessary documents

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

Ayes: Aldermen Sage, Mathy, Mwilambwe, Buragas, Painter, Black, Schmidt, Hauman and Bray.

Nays: None.

Motion carried.

The following was presented:

Item 8D: Consideration of approving a Resolution establishing the creation of a Downtown Task Force Committee to assist with the planning and determination of the City's next steps in revitalizing Downtown Bloomington.

Mayor Renner gave presentation on the Task Force Committee. When I was first elected I thought about establishing a Downtown Task Force, did not want to just do it as Mayor. I could, but I wanted a Council buy in, but we did not have a plan. The Downtown Plan passed December of 2013, and then we had 8,000 people, as I'm reminded, that were involved in the Comprehensive Plan that passed about a year and a half ago and so now, we need to figure out a way to link these things, what are our next steps. We did not have an implementation piece in the Downtown Plan, and this particular commission comes out of a discussion that Alderman Schmidt and I and Alderman Mathy had with Tricia Stiller. We did some brainstorming, and came up with some ideas and actually came up with nine people. It was a group effort that came up with the nine names. Everybody said yes and it does include three Aldermen to help be a liaison obviously between this appointed committee that is purely recommending things and us as elected officials, and it is kind of vice versa. So, that is the backdrop of it. Again, it is purely advisory and, Jeff, there had been a question in talking the other day with Alderman Sage about any kind of conflict of interest, because it would be unusual, if maybe not impossible, to have a Downtown Revitalization Commission anywhere that did not have Downtown stakeholders, so I wanted you to talk to that.

Mr. Jurgens stated that the key is that this is going to be an Advisory Task Force and we will just be making reports and recommendations to the City Council. There is no more power given to this group of people than if they were to come to public comment and advocate for the Council to take certain action or to make certain proposals. The same with the Alderman, they have got no more or less power than sitting in your chair that you sit in right now. Since this is purely an Advisory Commission, it is not really creating any additional rights or responsibilities and so we do not have a concern with there being a, per se, conflict in this situation.

Mayor Renner stated the other concern, and it certainly seems reasonable, is that there was not an end date in drafting this. We were not sure at what point in time, unlike the Budget Task Force where we had a very specific date, we might have the plans merged or do we start with short-term and mid-term goals, kind of like are identified in the implementation plan. Do the longer-term goals take a little longer, but, certainly, we could amend this to make it ending in six months or a year and then we could reauthorize it to continue if necessary, and there are many cities, of course, who have a permanent Downtown Committee, but that is not what this particular commission was envisioned to be.

Alderman Schmidt reflected on the Downtown Entertainment Task Force, which was also kind of synthesizing some ideas. I think we had maybe a check-in date of about three months and then a request that there be a final report in about six months or something. It was time certain so that everybody would know what is going on.

Mayor Renner stated the news would be public meetings and public comment just like the Budget Task Force.

Alderman Hauman stated in looking at this and the timelines, the first one having the priorities and then the second one having the definite action plan to support that, so get the buy-in on the

priorities and if it were done by the end of the year, then hopefully parts of that could be in the fiscal year 2019 budget. If we go past the end of the calendar year, it would be harder for staff to include that.

Mayor Renner asked whether Alderman Hauman was thinking the priorities and then the short-term goals or maybe mid-term goals, and then so it could possibly be extended after the end of the year.

Alderman Hauman stated that the Task Force would need to establish these themselves, but three months for the priorities and then another three months to look at the definite action steps that would support that.

Mayor Renner stated those particular dates, if this were an amendment, would be August 31st, would be approximately three months and then December 31st would be the termination date and then it could be eligible to be extended.

Alderman Sage he had suggested another possible disclosure around Task Force members who had currently received or in the past had received incentives from the City. If that is something the Commission decides to do, that is fine. I am always of the opinion, you answer these questions before they get asked because these questions will seem to inevitably get asked. A couple of other thoughts, I would encourage Amelia as they create their consolidated list, the combining and merging of the Downtown Plan and the Comprehensive Views Plan, to keep the source notations in there as to where those come from because that provides nice line of site for everybody to see the continuity coming through those three documents and can validate the work that others have done and gone into both the Downtown Plan and the Comprehensive Land Use Plan.

The final thing is, and in thinking some about what I consider to be one of the shortcomings of the Budget Task Force, was that there was a lack of access a lot of times by the public to our meetings and so forth. I would encourage the Downtown Task Force to consider meeting here so that the meetings can be streamed. It allows our stakeholders who would, I think, be comprised a lot of Downtown business owners who may not have the opportunity to attend these meetings and see those, to be able to get online and follow what is being said and understand what is being said. And I think that is important because Downtown development is one of our top five priorities, and so to create a situation where people have as many access channels into that, whether it is walk in, click in, whatever term you want to use.

Mayor Renner asked for a motion to approve with an amendment to Section 2, at the very end, the last sentence would read, “An initial report will be issued back to the Council by August 31, 2017, and a final report by December 31, 2017.” And then, of course, if there is more time, then we can consider that.

Alderman Mathy stated, one of the reasons for bringing this forward was concern over the number of cave-ins that have happened in Downtown this past winter. I think most of them were related to water mains. From his perspective, walking from the parking garage every day, he

would see a Public Works Crew or Water Crew with a hole dug in the street, were fixing it, it is patched. A week later, the crew was 20 feet further down the road as they are moving away up the hill and I think they moved five times, may be six times, including once around the corner onto Jefferson Street, and it just kept happening. He recalled Mr. Karch presentation from a few months ago where he said emergency repairs cost the City two and a half times more than planned maintenance ahead of time. I know that Center Street was bad this winter, but in past years it has been Main Street, it's been Monroe Street. It has not been isolated to any one portion of the Downtown.

The sewers, the water mains, and everything down there are well over 100 years old. Some of them are brick at this point, and the amount of money that it feels like we are wasting making these emergency repairs needs to be addressed. He wants to ensure Council do this is a way where we have a plan for the business owners who are down there, because when we decide to move forward with this, it could potentially mean digging up Center Street or Main Street for six or nine months. When Normal did their massive rehab up there, there was a lot of businesses that never reopened after that time period, so I want to make sure that we are very thoughtful and considerate and have a plan to communicate with building owners and business owners and work with them on how they can stay open during this period of time. If we have not done anything for 100 years, hopefully, if we do it right, we will not have to do anything for 50 or 60 more years in the future, but how do we get through this one time herculean event?

RESOLUTION NO. 2017 - 22

A RESOLUTION ESTABLISHING A DOWNTOWN TASK FORCE COMMITTEE

Motion by Alderman Schmidt, seconded by Alderman Hauman the Resolution Establishing a Downtown Task Force Committee, and include at the end of Section 2 that an initial report be issued to the Council on August 31, 2017, and a final report be submitted by December 31, 2017, be adopted and the Mayor and City Clerk authorized to execute the resolution.

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

Ayes: Aldermen Sage, Mathy, Mwilambwe, Buragas, Painter, Hauman, Black, Schmidt and Bray.

Nays: None.

Motion carried.

9. City Manager's Report

Mr. Hales, Mayor and Council, just wanted to show you a little sign that you are going to see going up around the city and it says Committed to zero injuries. This morning, at our senior staff

meeting, these were passed out by Alex Rosas together with a very positive report showing comparison of our OSHA recordable injuries this year compared to last. Last year at this time in the calendar year from January 2016 to April, we had about 34 OSHA-recordable injuries. This is of City crews. So far this year, we have had seven. He stated, 34 last year, seven this year. We will be bringing to you a more expanded report on just what is going on our City's Risk Management Injury Reduction Plan. Alex Rosas is doing a tremendous job as our Loss Prevention Specialist, but, if anything, I think what we are trying to do is make sure that we have the safest work environment possible for our employees and that any employee always feels like he or she has the right to raise a concern if they feel that the work is something that could pose an unreasonable exposure to an injury to them and, if anything, the progress we are making, the safety culture that is being created, the involvement, not only of rank and file employees, but also Superintendents and managers, I think has just really made a major 180 degree turn in that area. I share these statistics with you every month, but I think this was just such a significant, and as we watch videos from various other companies around the world, again, these companies do not have goals of a certain number of injuries. Time and time again their goal is zero injuries. So, I thought that was just as significant and I just wanted to give you some information as you see these particular signs go up, and I just commend Alex and others, all the Directors, Supervisors, Superintendents, for all their efforts to create a much more safe environment for our employees.

10. Mayor's Discussion

Mayor Renner stated we did have a very unfortunate situation, in Alderman Mwilambwe Ward. I received a text from the Mayor of Carlock who happened to be out at McGraw Park, and there were some racial epitaphs, some swastikas, and some other profanity, and it was very unfortunate. It turned out to be teenagers, they were caught, but, I went out there and then Mboka and his wife came out and we took pictures. Some of the pictures were posted on social media. Again, we do want to stress that we are a city where the national Not in Our Town movement began, but that does not mean we still do not have our work cut out for us here at home. It has been taken care of, we do know who the people are, but, again, I would ever urge us to be vigilant and understanding.

The other thing just to let everybody know, mainly the Council, the Liquor Commission tomorrow is going to be considering a possible ordinance. It will be the first and we are going to have at least twice two public hearings before the ordinance comes to Council. It will be several months probably before you get it. Apparently going back for three Mayors, there was a kind of don't ask, don't tell for first Fridays, so whether or not it is Fox and Hound or other places, they are not establishments that serve liquor. They could give complementary wine and beer, and our Legal Department, after somebody filed a complaint, said, okay, well, we are not going to charge them, but you probably should do something about this. So, there will probably be a nominal charge of like \$50 for a year and then asking that people get certain kinds of insurance. I have tried to make it as least bureaucratic as possible. Some of the ones that we saw in Champaign and other places are really, really, really complicated and so, at the end of the day, we are going to try to keep it very simple, but, it is an issue we will begin to talk about tomorrow and my guess is, if we are talking about tomorrow, this might come to the Council in July.

11. City Aldermen's Discussion

Alderman Mwilambwe stated this past week has been pretty eventful for Ward 3, which is unusual. He wished to recognize the family of Sergeant Rogers, because he is a true American hero. In reading the obituary, it is hard not to feel a special kinship to the family, because he went to the same schools as my kids, so it's very emotional and touching. I met his dad today, and I am not surprised that they were able to raise such a fine young person, just in meeting him. He seemed somewhat upbeat in a situation like this, and I think it would have been difficult for me. You think what you would do in a situation like this, and I do not think I would be able to be so upbeat at this time, and that shows you what kind of people they are, so I just wanted to be able to recognize him.

He commented about the ugly incident that Ward 3 had the other day and thanked the Police Department, Public Works staff, and Park staff for really working together to address the situation; Mr. Hales and Mr. Rasmussen, as well. Mayor Renner was right, we always have work to do in this area. You cannot change everybody. These were teenagers. I am glad that we know who they are, they were caught, but, hopefully there will be some lesson learned. At some point, I am not sure in what format I want to view that, but I really want to explore the lessons learned in terms of how we address this issue quickly. Again, I do not mean this to be critical, but I always look for lessons learned, so I think that there are some things we can definitely do.

He also thanked the Water Department for their good work on the fire hydrant leak at the corner of Copper Creek and Melrose.

Alderman Sage stated the last meeting we were here for nearly five hours and it was a marathon meeting. At that meeting, Council did wrap up as part of the annual evaluation process, Mr. Hales' performance evaluation. He expressed his appreciation to Mr. Hales for his service to the citizens of Bloomington, and I include myself in that group as well. I wanted to say thank you and I consider it a privilege to work with you as our City Manager and appreciate your many contributions to the people who live here in Bloomington.

Alderman Mathy stated with the funeral procession for Sergeant Rogers that happened on Saturday, how proud he was to be a resident in Bloomington. There were thousands and thousands of American flags all along the route. There were thousands of people standing and being respectful in every direction and to watch the community come together to show respect and honor for Sergeant Rogers.

Adjournment

Motion made by Alderman Schmidt, seconded by Alderman Hauman to adjourn the meeting at 8:19 p.m.

Motion carried (viva voce).

Respectfully submitted,

Cherry L. Lawson, C.M.C.
City Clerk

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7B

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$8,216,696.02.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$8,216,696.02, and orders drawn on the Treasurer for the various amounts as funds are available.

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.

FINANCIAL IMPACT: Total disbursements to be approved \$8,216,696.02 (Payroll total \$2,458,922.67, Accounts Payable total \$4,860,250.63, Procurement Card Purchases total \$176,817.11, and Electronic Transfers total \$720,705.61).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:



David A. Hales, City Manager

Attachment:

- Bills, Payroll, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT					
Council of May 22, 2017					
<u>PAYROLL</u>					
Date	Gross Pay	Employer Contribution	Totals		
5/5/2017	\$ 313,765.68	\$ 85,748.09	\$ 399,513.77		
5/11/2017	\$ 1,368,383.90	\$ 369,600.25	\$ 1,737,984.15		
5/12/2017	\$ 240,078.92	\$ 81,345.83	\$ 321,424.75		
			\$ -		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,458,922.67		
<u>ACCOUNTS PAYABLE</u>			<u>PCARDS</u>		
Date	Bank	Total	Date Range	Total	
5/22/2017	AP General	\$ 3,099,449.61	4/1/2017-4/30/2017	\$ 176,817.11	
5/22/2017	AP Comm Devel	\$ 28,710.51	PCARD GRAND TOTAL	\$ 176,817.11	
	AP IHDA				
5/22/2017	AP Library	\$ 51,719.94			
5/22/2017	AP MFT	\$ 29,342.89	<u>WIRES</u>		
5/10/2017-5/16/2017	Off Cycle Check Runs	\$ 1,651,027.68	Date Range	Total	
			4/30/2017-5/5/2017	\$ 720,705.61	
	AP GRAND TOTAL	\$ 4,860,250.63	WIRE GRAND TOTAL	\$ 720,705.61	
		TOTAL		\$ 8,216,696.02	
			Respectfully,		
			Patti-Lynn Silva		
			Finance Director		



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of Approving Appointments and Reappointments to Various Boards and Commissions.

RECOMMENDATION/MOTION: That Robert Bradley be appointed to the Citizens Beautification Committee; Erica Larkin be reappointed to the Citizens Beautification Committee; Ronald Crick be appointed to the Cultural District Commission; that Loreto Delgado III be reappointed to the Cultural District Commission, that Thomas Whalen be reappointed to the Fire and Police Commissioners, and that Nicole Chlebek and Ryan Scritchlow be reappointed to the Planning Commission.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: The Mayor of the City of Bloomington has nominated and I ask your concurrence in the appointment of:

Citizens Beautification Committee. Robert Bradley of 1 Sun Pointe Court, Apt B, Bloomington, Illinois 61704 to the Bloomington Citizens Beautification Committee. Robert will be completing the remainder of the term previously held by Patricia Morin who resigned 5-19-16. Robert's term will be effective immediately and will expire 4-30-18. Application is on file in the Administration Office.

Erica Larkin of 909 Snyder Drive, Bloomington, Illinois 61701 to the Citizens Beautification Committee. This will be Erica's first three-year term which will expire 4-30-20. Prior to this, she served one four-year term for a total of seven years served as of 4-30-20. Application is on file in the Administration Office.

Cultural District Commission. Ronald Crick of 200 W Monroe Street, Apt. 402, Bloomington, Illinois 61701 to the Bloomington Cultural District Commission. Ronald will be completing the remainder of the term previously held by Mike Kerber who resigned 3-30-17. Ronald's term will be effective immediately and will expire 4-30-19. Application is on file in the Administration Office.

Cultural District Commission. Loreto Delgado III of 1801 Pier Way, Apt. 211, Bloomington, Illinois 61704 to the Bloomington Cultural District Commission. Loreto recently completed the remaining two months of the term previously held by Karen Schmidt. This will be Loreto's first full three-year term which will be effective 5-1-17 and will expire 4-30-20. Application is on file in the Administration Office.

Fire and Police Commissioners. Thomas Whalen of 1522 W Chestnut, Bloomington, Illinois 61704 to the Bloomington Board of Fire and Police Commissioners. Thomas recently completed the remaining six months of the term previously held by Eric Penn. This will be Thomas's first full three-year term which will be effective 5-1-17 and will expire 4-30-20. Application is on file in the Administration Office.

Planning Commission. Nicole Chlebek of 810 N. Evans Street, Apt. 1, Bloomington, Illinois 61701 to the Bloomington Planning Commission. Nicole recently completed the remaining two months of the term previously held by Christopher Cornell. This will be Nicole's first full three-year term which will be effective 5-1-17 and will expire 4-30-20. Application is on file in the Administration Office.

Ryan Scritchlow of 107 Parkview Drive, Bloomington, Illinois 61701 to the Bloomington Planning Commission. This will be Ryan's first three-year term which will expire 4-30-20. Prior to this, he served one four-year term for a total of seven years served as of 4-30-20. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: Not applicable.

COMMUNITY DEVELOPMENT IMPACT: Not applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



David A. Hales
City Manager

Attachments:

- Roster

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip			
x		Laurel	Schumacher	04/30/18	2015	05/11/15	9	auglieschu@gmail.com	2004 Ebo Lane	Bloomington	61704			
x	Chair	Robin	VanDermay	04/30/20	2014	03/27/17	3	vanlr3011@yahoo.com	3011 Carlene Dr	Bloomington	61704			
x		Patricia	Marion	04/30/20	2014	03/27/17	4	prmarion61701@yahoo.com	1114 E Grove St	Bloomington	61701			
x		Georgene	Chissell	04/30/19	2016	07/11/16	2	gchissel@yahoo.com	109 Urban St. Unit 10	Bloomington	61704			
x		Elizabeth	Kooba	04/30/19	2017	05/08/17	8	elizabethkooba@gmail.com	5702 Sugarberry Ave	Bloomington	61705			
x	resigned 5/19/16	Patricia	Morrin	04/30/18	2011	04/13/15	4	patricia.morrin@comcast.net	1405 N Clinton Blvd	Bloomington	61701			
x	resigned 3/7/17	Marlene	Gregor	04/30/18	2011	04/13/15	6	marlene.gregor@bellsouth.net	107 W Market St.	Bloomington	61701			
x		Amanda	Weissgerber	04/30/19	2016	06/27/16	4	AmandaWeissgerber@yahoo.com	1516 E Grove	Bloomington	61701			
x		Valerie	Dumser	04/30/19	2012	06/13/16	7	grandmavalerie@gmail.com	809 W Washington	Bloomington	61701			
x		Tamika	Mathews	04/30/19	2016	07/11/16	6	MikeMathews@yahoo.com	810 W Jackson, Apt. 12	Bloomington	61701			
x		Erica	Larkin	04/30/17	2013	05/28/13	1	ericaklarkin@yahoo.com	909 Snyder Dr	Bloomington	61701			
x		Mark	Larsen	04/30/18	2015	05/11/15	5	mars543@yahoo.com	1424 Ridgeport Ave.	Bloomington	61704			
	Ex-Officio	Jan	Lauderman						4 Oxford Ct	Bloomington	61704			
	Ex-Officio	Stan	Cain											
	Staff	Robert	Morwa						Parks & Rec				434-2280	
	Staff	David	Lamb						Parks & Rec				434-2280	

Details:

Term: 4 years (3 years as of 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 12 members, 1 ex-officio member
Number of members the Mayor appoints: 12
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 4th Thursday of each month at 6:00 pm - BPD Osborn Room
Number of Vacancies: 2
Number of Expired Board Members (Bln Appointments only): 1
Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt.	Appointment Date	Email	Street	City	Zip	Ward			
x		Ryan	Huette	04/30/18	2015	05/11/15	ryanh@nuway.com	1502 Kickapoo Creek Rd.	Bloomington	61705	8			
x		Angelique	Racki	04/30/20	2016	03/27/17	breakinchains116@gmail.com	322 E Mulberry St	Bloomington	61701	4			
x		Tricia	Stiller	04/30/19	2015	10/24/16	triciasillier@msn.com	305 W Monroe #5	Bloomington	61701	6			
x		Kellie	Williams	04/30/19	2016	11/14/16	kelliedw@gmail.com	2804 Powell Drive	Bloomington	61704	9			
x		Scott	Koets	04/30/18	2016	11/28/16	skoets@gmail.com	2001 Fallen Oak Road	Bloomington	61704	1			
x		Emily	Vigneri	04/30/18	2016	12/19/16	ecvigne@gmail.com	20 Brickyard Dr. Apt. J3	Bloomington	61701	1			
x		Nikita	Richards	04/30/19	2016	11/28/16	ndrcommunications@gmail.com	202 Packard Street	Bloomington	61701	6			
x	res 3/30/17	Mike	Kerber	04/30/19	2009	04/25/16	mikekerber133@gmail.com	1014 Broadway Ave	Normal	61761				
x		Jessielee	Hinshaw	04/30/18	2015	06/08/15	jessielecb@hotmail.com	1410 Fell Avenue	Bloomington	61701	4			
x		Carole	Ringer	04/30/19	2010	03/28/16	carole_ringer@gmail.com	110 Hawthorne Lake Dr	Bloomington	61704	3			
x		Loreto	Deigado III	04/30/17	2017	02/13/17	loretodeigado@gmail.com	1801 Pier Way, Apt. 211*	Bloomington	61704	8			
x	Chair	Vicki Lynn	Tilton	04/30/18	2012	02/23/15	vltk@ox-n-hounds.com	200 W Monroe, #501	Bloomington	61701	6			
x		Jesse	Smart	04/30/18	2016	12/19/2016	smartseed@frontier.com	13 Prairie Vista Ct.	Bloomington	61704	2			
x		Jamie	Mathy	04/30/17	2014	05/12/14	jamie@lamiemathy.com	611 E Washington	Bloomington	61701	1			
	Staff	Jay	Teitzloff				jteitzloff@cityblm.org						434-2825	
	Staff	Ann-Marie	Dittmann				adittmann@cityblm.org						434-2764	
	Staff	Brandy	Maloney				bmalooney@cityblm.org						434-2785	

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 14 members
Number of members the Mayor appoints: 14
Type: Internal
City Code: Chapter 2, Section 81
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 2nd Thurs of each month at 7:30 am - Creativity Center Conference Room
Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 1
Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Board of Fire & Police Commissioners

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip						
x		Thomas	Whalen	04/30/17	2016	10/10/2016	7		1522 W Chestnut	Bloomington	61704						
x		Nicole	Brown	04/30/20	2017	5/8/2017	8	brownn@mvunits.org	2206 Patriots Point Dr	Bloomington	61704						
x		James	Jordan	04/30/17	2016	9/26/2016	9	jordanj@bloomingtonil.gov	3207 Brennan Lane	Bloomington	61704						
x		Keith	Rich	04/30/17	2008	4/14/2014	8	krc11945@gmail.com	32 Chawick Cir	Bloomington	61704						
x		"Dean"	Messinger	04/30/20	2011	3/13/2017	9	deanmessinger@comcast.net	2107 Hackberry Rd	Bloomington	61704						
	Staff	Daniel	Esquivel														
	Staff	Salina	Grismore	434-2468													
	Staff	Nicole	Albertson														
	Staff	Angela	Fyans-Jimenez														
	Staff	Brendan	Hefner														
	Staff	Brian	Mohr														

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 5 members
Number of members the Mayor appoints: 3
Type: Internal
City Code:
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 1st Tuesday of each month at 4:00pm - City Hall Conference Room
Other: Per State Statute, no more than two members can be from the same political party. If a member does not vote in a Primary, they are considered Independent.
Number of Vacancies: 2
Number of Expired Board Members (Blm Appointments only): 2
Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip				
x	Southeast	Eric	Penn	04/30/18	2016	09/12/16	1	eribim.laborers@frontier.com	1016 McGregor	Bloomington	61701				
x	Vice Chair/Southeast	J. Alan	Balmer	04/30/18	2011	04/13/15	3	jbalmer@belsadigm.com	16 Fountain Lake Court	Bloomington	61704				
x	Southeast	David	Stanczak	04/30/19	2012	03/28/16	8	dts1202@yahoo.com	8 Buckhurst Ct	Bloomington	61704				
x	Southeast	Ryan	Scratchlow	04/30/17	2013	01/14/13	1	rscratch@icloud.com	1005 S. Maple	Bloomington	61701				
x	Southeast	Megan	Schubert	04/30/18	2015	04/13/15	1	megschub@gmail.com	3115 Rudder Lane, #208	Bloomington	61704				
x	Northeast	Nicole	Chlebek	04/30/17	2017	02/13/17	4	nicholechleb@gmail.com	810 N Evans Street, Apt 1	Bloomington	61701				
x	Southeast	Justin	Boyd	04/30/19	2016	05/09/16	6	Justin.Boyd@countryfinancial.com	705 W MacArthur	Bloomington	61701				
x	Northeast	Kevin	Stuess	04/30/20	2014	03/27/17	4	kevinsuess@gmail.com	113 Kretzer	Bloomington	61701				
x	Northeast	John	Prodzman	04/30/20	2014	03/13/17	9	prodzs@msn.com	2913 Southfork Rd	Bloomington	61704				
x	Northeast	James	Pearson	04/30/18	2011	04/13/15	9	jpear764@aol.com	14 Hearnstone Ct	Bloomington	61704				
	Staff	Katie	Simpson					ksimpson@cityblm.org	116 E Washington St	Bloomington	61701			434-2341	
	Staff	Mary	Sellmeyer						110 E Olive St	Bloomington	61701				

Details:

Term: 4 years (3 years as of 5/1/14)
Term Limit per City Code: 3 terms/9 years
Members: 10 members
Number of members the Mayor appoints: 10
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 2nd and 4th Wed of each month at 4:00pm - Council Chambers

Number of Vacancies: 0
Number of Expired Board Members (Blm Appointments only): 2
Number of Expired Board Member Eligible for Reappointment: 2

Appointment/Reappointment Notes:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of entering into a four year agreement with Motorola Solutions Services to protect the City's first responder radio system in the amount of \$291,382.78.

RECOMMENDATION/MOTION: Recommend approving the four year Service Agreement with Motorola Solutions in the amount of \$291,382.78, as a sole source provider, and authorize the City Manager and City Clerk to execute the necessary documents.

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: This agreement provides the City with a comprehensive service and support package covering the digital trunked radio system that is operated by the Communications Center. This radio system provides reliable radio communications for the City Police, Fire, Public Works, and Water departments. The radio system is critical to the function of the above mentioned operational departments of the City. The radio system allows field personnel to efficiently and effectively communicate and coordinate operations while providing vital services to the citizens of Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost of this agreement is \$291,382.78. The coverage period is 05/01/2017 to 04/30/2021. The agreement is payable in the following terms: FY 2018 \$71,317.74, FY 2019 \$72,332.41, FY 2020 \$73,282.58, and FY 2021 \$74,450.05. Funds for FY 2018 are budgeted in Communications Center-Other Professional & Technical Services (10015118 70220). Stakeholders can locate this in the FY 2018 Proposed Budget Book titled "Proposed General Fund Budget" on page 250. Funds for FY 2019 to FY 2021 have been included in the out years.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by:

Darren R. Wolf, Communications Center Manager

Reviewed by: Brendan O. Heffner, Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with the first name "David" being the most prominent part.

David A. Hales
City Manager

Attachments:

- BPD 1B AGREEMENT Motorola Solutions 05222017
- BPD 1J EXHIBIT Sole Source Letter From Vendor



Attn: National Service Support
1309 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Date: 5/1/2017

SERVICE AGREEMENT

Contract Number: S00001009653
Contract Modifier:
Supersedes Agreement(s):

Required P.O.: No
Customer #: 1000204719
Bill to Tag#: 0001
Contract Start Date: 5/1/2017
Contract End Date: 4/30/2021
Anniversary Day: May 01
Payment Cycle: Annual
Tax Exempt:
PO #:

Company Name: Bloomington Police Dept Attn: Billing Address: 305 S East St City, State, Zip Bloomington, IL 61702 Customer Contact: Darren Wolf Phone: 309-434-2589 Fax:

Qty	Model/Option	Description	Monthly Ext	Extended
1	SVC04SVC0169A SVC02SVC0201A SVC01SVC1405C SVC01SVC1101C SVC01SVC1102C SVC01SVC1104C SVC01SVC1410C SVC01SVC1420C SVC02SVC0127A	***** Recurring Services ***** SYSTEM UPGRADE AGREEMENT SUAI IMPLEMENTATION SERVICES NETWORK PREVENTATIVE MAINTENANCE-LEGACY ASTRO INFRASTRUCTURE REPAIR W/ADV REPL ASTRO DISPATCH SERVICE ASTRO TECHNICAL SUPPORT ONSITE INFRASTRUCTURE SP - LOCAL INFRASTRUCTURE REPAIR NICE GOLD PACKAGE		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS FY18 05/01/2017 to 04/30/2018 71,317.74 FY19 05/01/2018 to 04/30/2019 72,332.41 FY20 05/01/2019 to 04/30/2020 73,282.58 FY21 05/01/2020 to 04/30/2021 74,450.05			Subtotal - Recurring Services Subtotal - One-Time Event Total Taxes Grand Total	\$ 291,382.78 \$ 291,382.78
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

Subcontractor(s)	City	State
RADIO SUPPORT CENTER	ELGIN	IL
ILLINOIS COOPERATIVE ASSOCIATION INC	DECATUR	IL
MOTOROLA SYSTEM SUPPORT	ELGIN	IL
NICE SYSTEMS INC	PARAMAS	NJ
MOTOROLA SYSTEM SUPPORT TECHNICAL SUPPORT	SCHAUMBURG	IL

I received Statements of Work that describes the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)		
-----------------------	--	--

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX
--------------------------------------	-------	-----

Company Name:	Bloomington Police Dept
Contract Number:	S00001009653
Contract Modifier:	
Contract Start Date:	5/1/2017
Contract End Date:	4/30/2021



May 1, 2017

Bloomington, City of
305 S, East St

Darren Wolf

Bloomington Police Department – Sole Source

Bloomington Police Department has made a substantial investment to participate in the State of Illinois STARCOM21 Network. The STARCOM21 Network and associated user services are owned and provided solely by Motorola Solutions, Inc. and are leased to end users on a monthly per subscriber service fee basis. The administration, maintenance and support of the RF Site Infrastructure network are included in the STARCOM21 monthly user fee.

Motorola Solutions Inc. is the sole source provider for depot repairs, monitoring services and technical support for Bloomington Police Department MCC7500 dispatch consoles, mobile and portable subscriber and backup consolettes integrated into the STARCOM21 system.

The Motorola Solutions, Inc. Depot is the centralized repair facility that provides expert infrastructure maintenance and repair for customers throughout North America. Our experienced, highly trained and certified repair technicians perform quality repairs with a guarantee that your repairs will be done correctly.

The Technical Support technicians are the only technicians trained to support the complex radio system. Motorola Solutions Inc. does not certify any other service providers to perform the service. State-of-the-art diagnostics equipment, repair tools, and an extensive inventory of replacement parts help us quickly analyze, isolate and provide expert repair on your Motorola equipment.

Motorola Solutions has stringent requirements for any authorized Service Providers that perform on-site warranty and service work on your communication system as part of our complete service package. Assessments on technical capabilities and test equipment inventory are required annually. Work is contracted based on the provider's experience, training and performance under contract. Motorola provides continuous training and up-to-date manuals to the service subcontractors to assist with service.

With over 35 years of experience, the Repair Depots are ISO9001 and TL9000 certified. Only Motorola Solutions Inc. can assure that your equipment is repaired and reprogrammed to the correct operating parameters. All repairs are returned to original factory specifications by using parts specifically designed for your radios.

A handwritten signature in cursive script that reads 'Jim Althoff'.

Jim Althoff - Customer Support Manager
STARCOM21 Network Motorola Solutions, Inc.



AGENDA ITEM NO. 7E

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving an agreement with Tyler Technologies for various MUNIS modules and payment for software maintenance in the amount of \$171,521.58.

RECOMMENDATION/MOTION: That the payment for software license maintenance and support agreement with Tyler Technologies, covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system, in the amount of \$171,521.58, be approved and the Purchasing Agent be authorized to issue a Purchase Order for the same.

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 MUNIS ERP system is critical to the daily operations of every City department. As the ERP system is implemented, it is helping to streamline and automate many service-related processes throughout the City. The maintenance agreement is a key ongoing requirement as it provides technical support and software updates for the system. Tyler Technologies is the sole provider for this annual software maintenance and support contract.

Staff has requested Council approve the payment to Tyler Technologies for the maintenance agreement for multiple MUNIS modules. This payment provides coverage from May 1, 2017 through April 30, 2018. Modules included in this maintenance agreement request are:

Human Resources Management	Payroll
Bid/Contract Management	General Ledger
Accounts Payable	Accounts Receivable
Budget	General Billing
Treasury Management	Cashiering
Project Accounting	Fleet Management
Facility Management	Work Orders
Tyler Content Manager	Business Licenses
Inventory	Fixed Assets
Utility Billing	Tyler Incident Management
Performance Based Budgeting	Business & Vendor Self Service
Citizen Self Service	Employee Self Service
Employee Expense Reimbursement	CAFR Statement Builder
Maplink (GIS interface)	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Funds are included in the FY 2018 Budget under the Information Services-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2018 Proposed Budget Book titled “Proposed General Fund Budget” on page 152.

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- Invoice #045-185398 for the amount of \$166,921.58
- Invoice #045-185397 for the amount of \$4,600.00



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-185398	04/01/2017	1 of 3

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	90935		USD	NET30	05/01/2017

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	TYLER FORM PROCESSING SUPPORT	1	3,190.70	3,190.70
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	18,378.45	18,378.45
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	4,181.10	4,181.10
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	1	2,527.05	2,527.05
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	3,905.42	3,905.42
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	3,905.42	3,905.42
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	5,513.54	5,513.54
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	2,527.05	2,527.05
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	5,054.08	5,054.08
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	2,297.32	2,297.32
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	3,790.56	3,790.56
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES	1	6,381.42	6,381.42
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	3,790.56	3,790.56
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,263.52	1,263.52
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,641.91	2,641.91
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	5,398.68	5,398.68
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	7,351.39	7,351.39
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	4,594.61	4,594.61



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-185398	04/01/2017	2 of 3

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	90935		USD	NET30	05/01/2017

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE	1	872.98	872.98
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	6,949.35	6,949.35
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	9,827.37	9,827.37
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	3,790.56	3,790.56
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	9,418.95	9,418.95
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	3,032.45	3,032.45
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	5,559.48	5,559.48
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING	1	872.98	872.98
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - INVENTORY	1	5,559.48	5,559.48
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING	1	6,662.19	6,662.19
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	2,067.58	2,067.58
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT	1	6,891.93	6,891.93
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	3,905.42	3,905.42
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	5,054.08	5,054.08
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	6,891.93	6,891.93
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				
	SUPPORT & UPDATE LICENSING - CAFR STATEMENT BUILDER	1	2,872.07	2,872.07
Maintenance: Start: 01/May/2017, End: 30/Apr/2018				



tyler
technologies

Empowering people who serve the public®

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-185398	04/01/2017	3 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	90935		USD	NET30	05/01/2017
Date	Description	Units	Rate	Extended Price	

RECEIVED
Date: 4/3/17
Name (Print) _____
Comments: _____

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	166,921.58
Sales Tax	0.00
Invoice Total	166,921.58



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-185397	04/01/2017	1 of 1

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Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	90896		USD	NET30	05/01/2017

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	4,600.00	4,600.00

Maintenance: Start: 01/May/2017, End: 30/Apr/2018

RECEIVED

Date: 4/3/17
Name (Print) _____
Comments: _____

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	4,600.00
Sales Tax	0.00
Invoice Total	4,600.00



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving a Resolution Waiving the Formal Bid Process to Purchase through limited source Ferguson Waterworks for Neptune Water Meters and related accessories for the Water Department FY 2018 Water Meter Installation Program.

RECOMMENDATION/MOTION: That Council approve a Resolution Waiving the Formal Bid Process authorizing the purchase of water meters and related accessories as a limited source, from Ferguson Waterworks as the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list up to a total maximum of \$800,000, authorize the Mayor and City Clerk to execute the Resolution, and the Procurement Manager be authorized to execute a purchase order.

STRATEGIC PLAN LINK: Objective 4 – City Services delivered in the most cost-effective, efficient manner.

STRATEGIC PLAN SIGNIFICANCE: Goal 1 – Financially Sound City Providing Quality Basic Services, and Goal 2. Upgraded City infrastructure.

BACKGROUND: Currently, water metering technology varies greatly from one manufacturer to another as different technology and proprietary components are used, particularly in the areas of communication of meter reading information. At this point, the reading equipment and interactivity with the utility billing software makes it extremely difficult and not cost productive to invest in more than one type of meter. Simply put, different brands of water meters do not communicate well, if at all, with one another. Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying **Neptune** as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 97% deployed (approximately 30,500 RF units installed on 32,000 total water meters since 2012). The City has reduced its meter reading force by two employees over that time.

The Water Department is requesting waiving the formal bidding process due to its limited source, and the authorization of the purchase of Neptune Water meters and the related accessories listed in the attached price list, up to a total maximum of \$800,000, for its FY 2018 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: The FY 2018 Budget includes \$875,500 budgeted under Water Meter Services-Meters account (50100150-71730). Stakeholders can locate this in the FY 2018 Proposed Budget titled “Proposed Other Funds Budget” on page 118.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable.

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Nick O’Donoghue, Superintendent of Water Meter Service

Reviewed by: Robert Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution
- Limited Source Letter
- Price List for FY18

RESOLUTION NO. 2017-__

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF NEPTUNE WATER METERS AND RELATED
ACCESSORIES FROM FERGUSON WATERWORKS FOR THE WATER
DEPARTMENT FY2018 WATER METER INSTALLATION PROGRAM PURCHASE
PRICE NOT TO EXCEED \$800,000.**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a specific water meter and related accessories from Ferguson Waterworks is the authorized Neptune water meter supplier for this area, at the purchase prices listed on the attached price list, up to a total maximum of \$800,000.

ADOPTED this 22nd day of May, 2017.

APPROVED this ____ day of May, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

May 3, 2017

Nick O'Donoghue

City Of Bloomington
603 West Division St.
Bloomington, IL 61701



Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment, Neptune water meters, Meter Interface Units and parts.

Ferguson is authorized by Neptune to submit an offer for Neptune water meters and related products.

Thank you for your interest in Neptune products. If you have any questions, please contact your local Ferguson representative T. J. Rodebaugh at 815-341-4772, your local Neptune representative Pat Prasifka, at 334-391-6128, or Neptune's bid department at 334-283-6555.

Sincerely,

Lawrence M. Russo
VP, Finance

LMR/jsk



FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2617

Phone: 815-756-2800
Fax: 815-756-2877

Deliver To:
From: Ryan Raupp
Comments:

11:09:51 MAY 02 2017

Page 1 of 2

FERGUSON WATERWORKS #2516

Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B083105
Bid Date: 05/02/17
Quoted By: RDR

Cust Phone: 309-434-2334
Terms: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
METERS
WATER DEPARTMENT
603 W DIVISION ST
BLOOMINGTON, IL 61701

Cust PO#:

Job Name: 2017 METERS

Item	Description	Quantity	Net Price	UM	Total
NED2A11RDF3	LF 5/8 T10 MTR V4 R900I CF	1	225.610	EA	225.61
NED2C11RDF3	LF 3/4 T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2D11RDF3	LF 3/4 SL T10 MTR V4 R900I CF	1	291.870	EA	291.87
NED2F11RDF3	LF 1 T10 MTR V4 R900I CF	1	366.260	EA	366.26
NED2H11RDF3	LF 1-1/2 T10 MTR V4 R900I CF	1	670.870	EA	670.87
NED2J11RDF3	LF 2 T10 MTR V4 R900I CF	1	784.550	EA	784.55

COMPOUNDS					

NEC2ARWF3	2 HP T/F CMPD MTR V4 R900I CF PIT	1	1946.020	EA	1946.02
NEC3BRWF3	3 T/F CMPD MTR V4 R900I CF PIT	1	3001.650	EA	3001.65
NEC3CRWF3	4 T/F CMPD MTR V4 R900I CF PIT	1	3814.880	EA	3814.88
NEC3DRWF3	6 T/F CMPD MTR V4 R900I CF PIT	1	6238.020	EA	6238.02

NRD2F13	REG 5/8 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F23	REG 3/4 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F33	REG 1 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F43	REG 1-1/2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRD2F53	REG 2 T10 V4 R900I CF INSIDE	1	190.240	EA	190.24
NRW2F13	REG 5/8 T10 V4 R900I CF	1	207.080	EA	207.08
NRW2F23	REG 3/4 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F33	REG 1 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F43	REG 1-1/2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW2F53	REG 2 T10 V4 R900I CF PIT	1	207.080	EA	207.08
NRW5F13	REG 1-1/2&2 HPT V4 R900I CF PIT	1	207.080	EA	207.08

HPT METERS					

NET4ARWF3	2 HP TURBINE MTR V4 R900I CF PIT	1	971.900	EA	971.90
NET4BRWF3	3 HP TURBINE MTR V4 R900I CF PIT	1	1593.500	EA	1593.50
NET4CRWF3	4 HP TURBINE MTR V4 R900I CF PIT	1	1798.370	EA	1798.37



FERGUSON WATERWORKS #2516
Price Quotation

Fax: 815-756-2877

11:09:51 MAY 02 2017

Reference No: B083105

SP-NEP7D1RWF3	6 SS V4 CF PROTECTUS W/ T10 BYPASS	1	12970.865	EA	12970.87
---------------	------------------------------------	---	-----------	----	----------

Net Total:	\$37159.92
Tax:	\$0.00
Freight:	\$0.00
Total:	\$37159.92

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of:

- a) Resolution approving a cost modification to the Agreement with Maurer-Stutz, Inc. for Professional Engineering Design Services for Lutz Rd. Improvements: Morris Ave. to Luther Oaks, RFQ No. 2014 – 25; and
- b) Approving an Ordinance Budget Amendment in the amount of \$18,867.07.

RECOMMENDATION/MOTION: That the City Council approve a Resolution authorizing a change order with Maurer-Stutz, Inc. for Professional Engineering Design Services for Lutz Rd. Improvements: Morris Ave. to Luther Oaks in the amount of \$18,867.01, and adopt an Ordinance amending the budget and authorize the Mayor and City Clerk to execute the necessary documents, and the City Manager to take all actions, including execution of documents, necessary to authorize the work.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2 - Upgrade City Infrastructure and Facilities. Goal 4 - Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.
Objective 2a “Better quality roads and sidewalks”, and 2d “Well-designed, well-maintained City facilities emphasizing productivity and customer service”. 4a “Residents feel safe in their homes and neighborhoods”.

BACKGROUND: At the Council Meeting of November 25, 2013 Council approved the selection of Maurer-Stutz, Inc. to perform a preliminary engineering study/evaluation of various potential options for improvement of Lutz Road between Morris Avenue and Luther Oaks at a contract price of \$59,144.61. At the meeting of January 11, 2016 Council approved Maurer-Stutz to proceed with design and preparation of construction plans utilizing the “hybrid” option developed in the study whereby the north side of the road will be concrete curb & gutter and the south side a rural ditch section.

In order to complete the construction plans it is now necessary to modify the original Maurer-Stutz contract to include items not in the original scope of design work as follows:

- 1.) \$5,024.82; Handel Drive from the 2nd Addition Wittenberg Woods Subdivision has been completed by the developer and the as-built intersection with Lutz Road must now be incorporated into the Lutz Road plans.

2.) \$7,681.14; additional plat preparation is needed for temporary construction easements to reshape driveways identified after the final roadway profile grade was established and also for permanent drainage easements to cover drainage structures to be placed for future storm flow outlets from Wittenberg Woods subdivision.

3.) \$6,161.05; roadway R.O.W. revisions to the plans are necessary due to new dedication of road R.O.W. as part of the final plat from Wittenberg Woods 2nd Addition. The alignment of the sidewalk must also be re-evaluated and revised based on that new R.O.W. and power pole locations. Coordination with construction of a new City sanitary sewer was also necessary.

\$59,144.61 Original Contract (Nov. 25, 2013)

\$18,867.01 Change Order #1 (May 22, 2017)

\$78,011.62 New Total Contract

Design and preparation of construction plans and specifications for the Lutz Road Improvement Project will be completed in early FY 2018. The schedule for year of construction will be evaluated during the budget process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An informational meeting with residents of Luther Oaks was held on June 18, 2014 at the retirement facility. Luther Oaks Resident Association president, Herm Harding, wrote to the City endorsing the Hybrid option on behalf of the Resident Council. Luther Oaks Executive Director Tim Kmetz also wrote to the City with an endorsement of the hybrid option.

FINANCIAL IMPACT: If approved the additional funds totaling \$18,867.01 will be transferred from the General Fund Transfer-To Capital Improvement account (40100100-85100). The expense will be coded to the Capital Improvement-A&E Services account (40100100-70051).

COMMUNITY DEVELOPMENT IMPACT:

TAQ-1 A safe and efficient network of streets, bicycle, pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Link to Comprehensive Plan/Downtown Plan Goals:

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.

TAQ-1.6 A transportation network that facilitates prompt emergency response and management.

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

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Civil Engineer II

Reviewed by: Jim Karch, PE, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Community Development review by: Tom Dabareiner, Director, Community Development

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- Resolution
- Ordinance
- Location Map
- Exhibit 1

RESOLUTION NO. 2017 -

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$18,867.01 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND MAURER-STUTZ, INC.**

WHEREAS, the City of Bloomington has previously entered into a contract with Maurer-Stutz, Inc. for the Lutz Road Analysis and Design Contract; and

WHEREAS, for the reasons set forth in the City Council memo on November 25, 2013 it is necessary to add to the scope of work based on the City Council decision to utilize a “hybrid” option for the construction plans of the project referenced above; and

WHEREAS, it is the finding of the City Council that the work described in the May 22, 2017 memo is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a change order in the amount of \$18,867.01 in the contract between the City of Bloomington and Maurer Stutz, Inc. be approved.

ADOPTED this 22nd day of May, 2017.

APPROVED this ____ day of May, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Lutz Road Improvements: Morris to Luther Oaks

310 155 0 Feet



Luther Oaks Retirement
Community

Luther Oaks Entrance
End Project

Morris Ave.
Begin Project

ORDINANCE NO. 2017 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018**

WHEREAS, on April 10, 2017 by Ordinance Number 2017-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018, which Ordinance was approved by Mayor Tari Renner on April 11, 2017; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2017-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2017-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2017-26.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 22nd day of May 2017.

APPROVED the ____ day of May 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

APPROVED AS TO FORM

Cherry L. Lawson
City Clerk

Jeffrey R. Jurgens
Corporation Counsel

FY 2018 Budget Amendment-Exhibit 1

Account #	Fund	Account Description	Amount	Comments
10010010-4000	General	Use of Fund Balance	\$ (18,867.01)	
10019180-89410	General	To Capital Improvement	\$ 18,867.01	
TOTAL TRANSFER OUT FROM GENERAL FUND:			\$ -	
40100100-85100	Capital Improvement	From General Fund	\$ (18,867.01)	
40100100-70051	Capital Improvement	A&E Services	\$ 18,867.01	
TOTAL TRANSFER IN:			\$ -	
Net Transaction:			\$ -	



AGENDA ITEM NO. 7H

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of adopting an Ordinance approving a Petition from Core III, LLC, for a final plat for Airport Park 18th Addition Final Plat, located East of Ekstam Drive and south of Cornelius Drive.

RECOMMENDATION/MOTION: That the Ordinance be passed approving the expedited final plat for Airport Park 18th Addition and that the Mayor and City Clerk be authorized to sign the necessary documents subject to the petitioner paying the required tap-on fees.

STRATEGIC PLAN LINK: Goal 3 Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: a. Retention and growth of current local businesses

BACKGROUND: This final plat consists of one lot located East of Ekstam Drive and south of Cornelius Drive. The zoning in this area is B-1 Highway Business District.

The proposed final plat creates Lot 151 to the south of the existing lot 152. This is being done in preparation for an apartment building to be constructed.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and the current preliminary plan; City staff has no objections to the plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CIP, LLC

FINANCIAL IMPACT: None. All survey and plat costs were paid by CIP, LLC

COMMUNITY DEVELOPMENT IMPACT: N/A

Link to Comprehensive Plan/Downtown Plan Goals: 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 changes trends in age-group composition, income and family living habits)

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

Respectfully submitted for Council consideration.

Prepared by:

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

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Community Development review by: Tom Dabareiner AICP, Community Development Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- Attachment B - Petition
- Attachment C - Ordinance for final plat
- Attachment D - Exhibit A: Legal Description
- Attachment E - School District Certificate
- Attachment F - County Clerk's Certificate
- Attachment G - Owner's Certificate
- Attachment H- Drainage Statement
- Attachment I - Final Plat Checklist
- Attachment J - Council Map and Final Plat
- Attachment K - Tap On Memo

State of Illinois)
)ss.
County of McLean)

Now comes CIP, L.L.C., hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

- WHEREFORE, your petitioner respectfully prays that said Final Plat for Airport Park Subdivision Eighteenth Addition submitted herewith be approved.

CIP, L.L.C., Owner, by one of its Managers,
Hundman Management, L.L.C.,

BY: R. Michael Lee
Member

ORDINANCE NO. 2017 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF AIRPORT PARK
SUBDIVISION EIGHTEENTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Airport Park Subdivision Eighteenth Addition, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: none; and

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

WHEREAS, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code, 1960, as amended:

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

1. That the Final Plat of Airport Park Subdivision Eighteenth Addition dated March 29, 2017, is hereby approved;
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED THIS 22nd DAY OF MAY 2017.

APPROVED THIS __ DAY OF MAY 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

Description of Property

A part of the Southeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 152 in Airport Park Seventeenth Addition according to the Plat recorded as Document No. 2017-4928 in the McLean County Recorder's Office. From said Point of Beginning, thence south 146.00 feet along the East Line of Ekstam Drive; thence east 200.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southerly extension of the East Line of said Lot 152; thence north 146.00 feet along said southerly extension which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southeast Corner of said Lot 152; thence west 200.00 feet along the South Line of said Lot 152 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning.

Part of 15-31-454-014

SCHOOL DISTRICT CERTIFICATE

This is to certify that the property herein described in the Surveyor's Certificate, which will be known as Airport Park Subdivision Eighteenth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this _____ day of April, 201~~6~~⁷.

CIP, L.L.C., Owner, by one of its Managers,
Hundman Management, L.L.C.,

BY: R. Michael
Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that R. Michael Hundman, personally known to be the same person whose name is subscribed to the foregoing school district certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 18 day of ~~August~~^{April, 2017}, 2016.



Morgan Spann
Notary Public

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on the 18 day of April, 2017, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

15-31-454-014

FILED
McLEAN COUNTY, ILLINOIS

APR 18 2017

Kathy Michael
COUNTY CLERK

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereby certifies that it is the owner of all the premises embodied in the attached Plat of Airport Park Subdivision Eighteenth Addition, to the City of Bloomington, McLean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of Airport Park Subdivision Eighteenth Addition to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes those areas shown for same on the Plat.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this
 18 day of April, 2017.

CIP, L.L.C., Owner, by one of its Managers,
Hundman Management, L.L.C.,

BY: R. Michael
Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that R. Michael Hundman, personally known to be the same person whose name is subscribed to the foregoing owner's certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 18 day of April, 2017.

Morgan Spann
Notary Public



DRAINAGE STATEMENT

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

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



Jeffrey M. Gastel
Registered Professional Engineer No. 051694

OWNER:

BY: R. Michael LLC



AIRPORT PARK SUBDIVISION EIGHTEENTH ADDITION

Date Prepared: 05/05/17

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

Airport Park 18th Addition

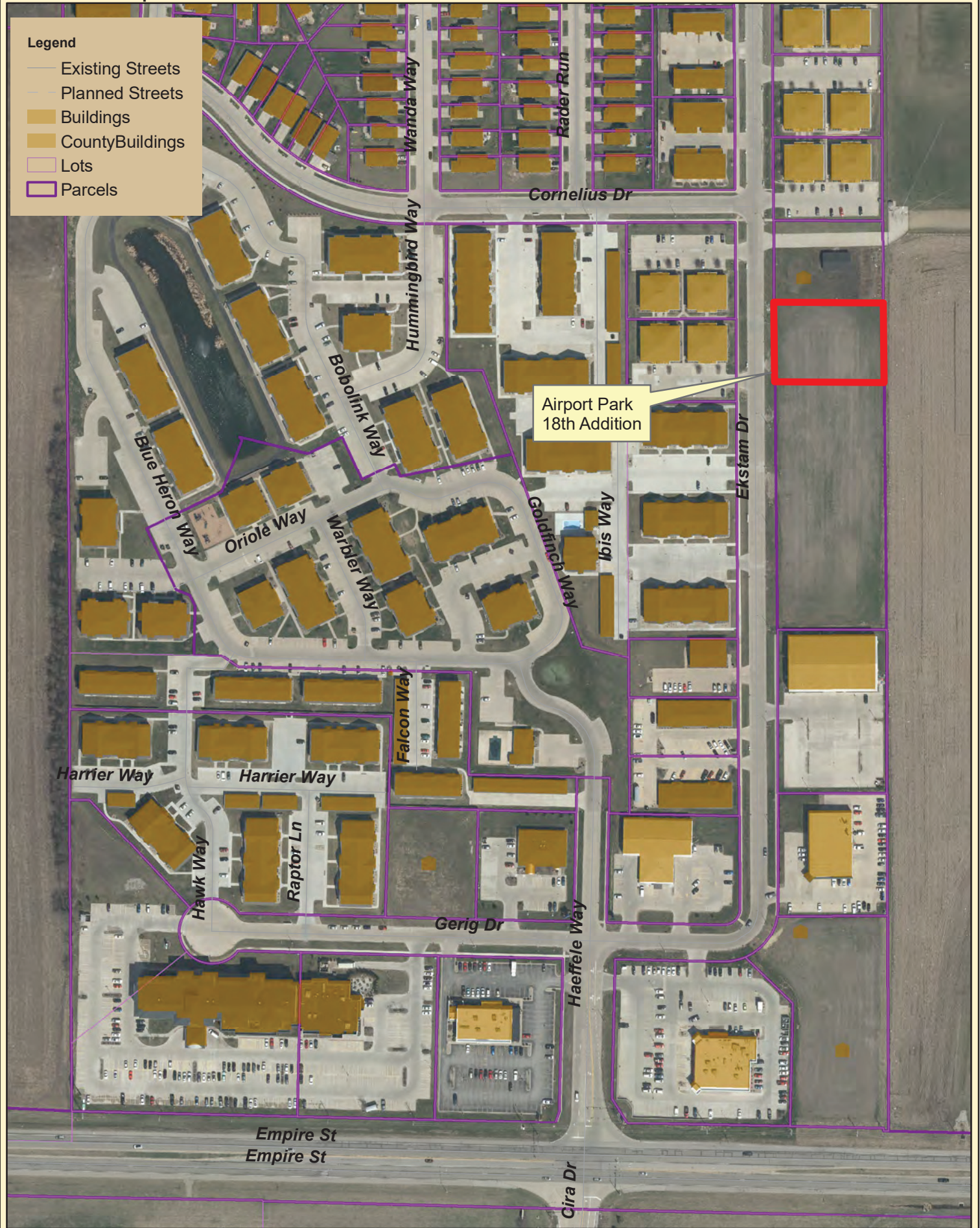


0 120 240 Feet

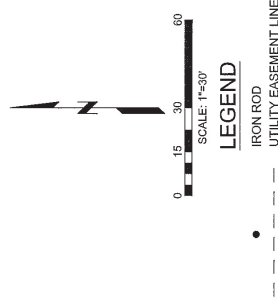
DATE 05/05/2017

Legend

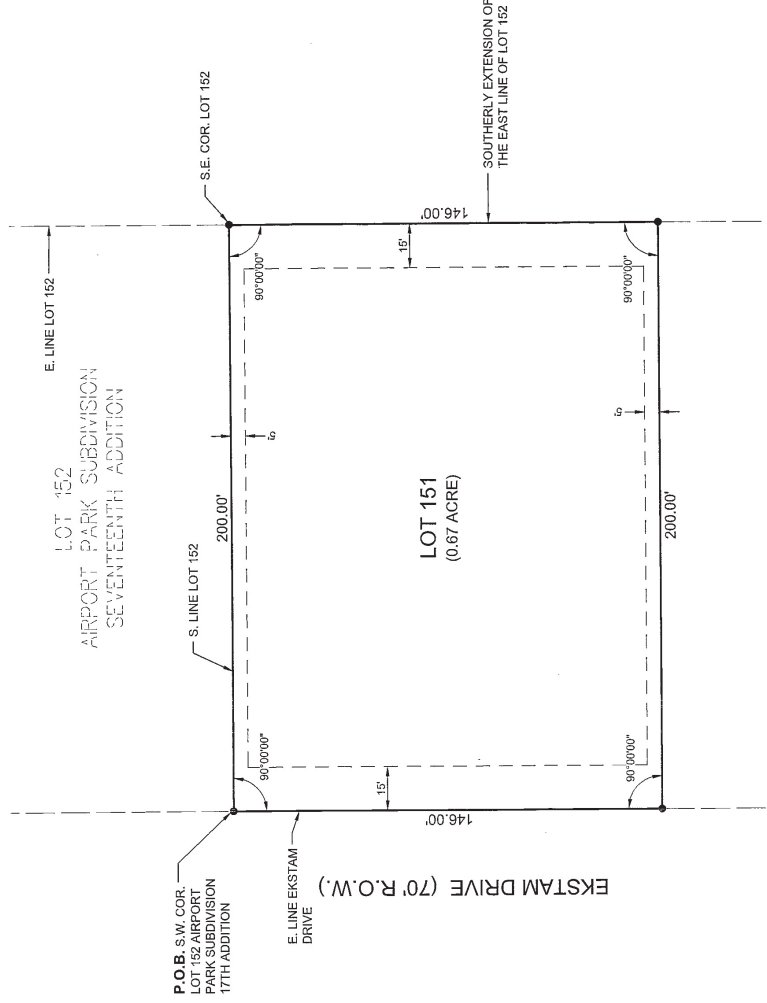
- Existing Streets
- Planned Streets
- Buildings
- County Buildings
- Lots
- Parcels



AIRPORT PARK SUBDIVISION EIGHTEENTH ADDITION
PART OF S.E. 1/4 SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND
IRON ROD
UTILITY EASEMENT LINE



SURVEYOR'S DECLARATION

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

A part of the Southeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 152 in Airport Park Subdivision Eighteenth Addition according to the Plat recorded as Plat No. 2017-4928 in the County Clerk's Office of McLean County, Illinois, said Point of Beginning, thence south 146.00 feet along the East Line of Ekstam Drive; thence east 200.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Southerly extension of the East Line of said Lot 152; thence north 146.00 feet along said southerly extension which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Lot 152; thence west 200.00 feet along the South Line of said Lot 152 which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

Said property contains 0.670 acre, more or less.

This property has been subdivided into 1 lot, numbered 151 and the easements as shown on this plat. Said Subdivision is to be known as "Airport Park Subdivision Eighteenth Addition," in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510E, revised July 16, 2008.

Note:

This property is part of Parcel Identification Number (PIN) 15-31-454-012.

Witness my hand and seal this 29th day of March, 2017.



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

By: *Brent A. Bazar*
Brent A. Bazar
Professional Land Surveyor No. 3715
DATE: 3-29-17
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION NO. 104-001656

Owner:
CIP, LLC
1805 W. Washington Street
Bloomington, IL 61701

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Airport Park Subdivision Eighteenth Addition", presented, passed and approved at a regular meeting of said City Council, held on the _____ day of _____, 2017, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2017.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

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

Dated at Bloomington, Illinois, this _____ day of _____, 2017.

City Engineer
Bloomington, Illinois

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

www.f-w.com
Engineers | Architects | Surveyors | Scientists
ISSUE: _____
Date: _____ Description: _____

PROJECT:

AIRPORT PARK SUBDIVISION
EIGHTEENTH ADDITION

BLOOMINGTON, ILLINOIS

Date: 3-29-17
Design/Drawn: DJM
Reviewed: _____
Book No.: _____ Field: _____
Project No.: 0161506.00
SHEET TITLE: _____

FINAL PLAT

SHEET NUMBER

1

File No.:

S.E. 1/4 SEC. 31, T.24N., R.3E. 3P.M.

18-2179

MEMORANDUM

May 5, 2017

TO: Cherry Lawson, City Clerk
 FROM: Anthony Meizelis, Public Works
 RE: Airport Park Subdivision, 18th Addition
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Airport Park Subdivision, 18th Addition** approved by City Council on May 22, 2017.

A. Performance Guarantee:

110% of incomplete public improvement construction costs as of 5/5/17: \$ 0
 10% of all completed public improvement construction costs: \$ 0
 Total (Amount of the bond): \$ 0

B. Tap-On Fees:

There are tap-on fees due from **Airport Park Subdivision, 18th Addition** per the annexation agreement:

		<u>Code</u>	<u>Principal</u>	<u>Interest[‡]</u>	<u>Total</u>
1	G.E. Valley Sewer	51101100-57320	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn	51101100-57320	\$201.00	\$117.83	\$318.83
3	Deneen Sewer	51101100-57320	\$625.11	\$233.50	\$858.61
4	Rt 9 Watermain	50100120-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land*	24104100-57320	\$12,355.20	\$0.00	\$12,355.20
	Total		\$13,181.31	\$351.33	\$13,532.64

Subdivision Area: 0.67 acres; Frontage along RT 9 : 0'

- 1) G.E.Valley Sewer: \$281/ac +interest[‡] from 12/76; No fee after 4/28/2008
- 2) G.E.Valley Sewer Extn.: \$300/ac +interest[‡] from 10/95; (applies to Tract 2 only)
- 3) Deneen Sewer: \$933/ac +interest[‡] from 7/01 after 7/2002; (applies to Tract 2 only)
- 4) Rte. 9 W.M.: \$15/ft. frontage on Rte. 9 + interest[‡] from 6/01;
- 5) *Developer to pay park land dedication fee for R-2 @ (7acs/1000 P.E.. 2.32 P.E. per D.U) \$28,000.00 per acre; and for the R-3B property based on a fair market value of \$33,000.00 per acre for the actual as-built density. R-2 Lots in this plat = 0, # of R3B Lots in Sub=0(**total DU=12**). Per the Annexation agreement, a parkland fee is due because a residential use is proposed.

[‡] Interest calculated based on the lower of 6% simple interest and CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)



Public Works Department

ENGINEERING DIVISION

115 E. Washington St., PO BOX 3157

Bloomington, IL 61702-3157

Phone: 309-434-2225

Fax: 309-434-2201

cc: Jim Karch, Director of Public Works; Kevin Kothe, City Engineer; Patti-lynn Silva, Finance Department; Jeff Jurgens, Interim Corporation Counsel; file



AGENDA ITEM NO. 7I

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 1, Block N/A of Camp Eagle Point, from Nancy McCriskin Trust to Doris Jean Ward.

RECOMMENDATION/MOTION: That the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's April 25, 2017, letter and the new lease holder obtaining a permit for existing dock improvements constructed on the reservoir within 6 months of transfer, and contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The sewage disposal system letter from the McLean County Health Department was completed April 2017. The McLean County Health Department letter provides regulations requirements for surface discharging septic system installation.

In addition, the evaluation report, dated April 19, 2017, from Rob Williamson indicates the sand filter is being shared by other homes. Neither the evaluator or the McLean County Health Department have the authority to review the other homes tied to the sand filter to ensure the total allowable loading for the sand filter is not being exceeded. Please see the attached map showing the location of the home, as well as the applicable shared septic system.

The age of the sewage disposal system is twenty-four (24) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, Staff cannot accurately estimate the useful life remaining in the existing system.

If the system were to fail, the resident would be responsible for costs associated with repair of the system and there is a possibility, based on the size of the leased lot and common association lot, the resident would not have any viable repair / replacement options. Currently a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

Staff reviewed the lot and found that dock improvements have been constructed on the City owned reservoir. A permit providing approval for the dock improvements was not found. Staff

recommends that the transfer be subject to the new lease holder obtaining a permit for the existing dock improvements constructed on the reservoir within 6 months of the transfer. Photos of the existing marginal lands and reservoir improvements have been attached. Also attached is the 2013 Excavation Permit providing approval for the seawall and behind the seawall deck installations.

Staff recommends approval of the lease transfer subject to the septic system conditions included in the McLean County Health Department's April 25, 2017, letter, and that the new lease holder permit for current improvements constructed on the reservoir within 6 months of the transfer.

The lake lease transfer, following approval by Council, will be contingent upon the buyer providing documentation of the closing of the sale of the home on the property prior to execution of the lease transfer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Health Department.

FINANCIAL IMPACT: This petition will have a neutral finance impact in that the current lease uses the current formula (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$291.67 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Proposed Budget Book titled "Proposed Other Funds Budget" on page 116.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable.

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Miscellaneous Technical Assistant

Reviewed by: Robert D. Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Current Lake Lease Agreement
- City Clerk Memo
- Lake Lease Transfer Petition
- McLean County Health Department Letter / Evaluation Report
- Shared Septic System Map
- Lake Lease Agreement
- 2013 Excavation Permit
- Marginal Lands / Reservoir Existing Structure Photos
- Location Map
- Aerial Map

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 13th day of January, 20145
between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and (Buyers Name)

Nancy Jean McCriskin, Trustee of the Nancy Jean McCriskin Trust dated November 15, 1999 (Buyers Name)

(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 1 in Eagle Pointe Subdivision, a Subdivision of part of Section 1, Township 25 North, Range 2 East of the Third Principal Meridian, according to the Plat thereof recorded October 20, 1992, as Document No. 92-29974, in McLean County, Illinois
P.I.N. #07-01-458-009

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

3. RENT.

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

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

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

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the

leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

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

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

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

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

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

Lessee Name and Mailing Address (at Lake)

Nancy Jean McCriskin, Trustee

25085 Eagle Pointe

Hudson, IL 61748

Lessee Billing Address (primary mailing address)

Nancy Jean McCriskin, Trustee

R.R. #1 Box 170B

Hudson, IL 61748

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

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

-Lessor-

CITY OF BLOOMINGTON

By:

Tammy R. Ramey
Its Mayor

-Lessee-

Nancy Jean McCriskin
Nancy Jean McCriskin, Trustee

Attest:

Hacey Wright
City Clerk

Gene Jordan
City Deputy Clerk

MEMO

TO: Bob Yehl, Water Dept.
FROM: Andrew Coffey, Support Staff IV
DATE: April 26, 2017
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 1 in Block N/A in Camp Eagle Pointe, from Nancy McCriskin Trust Dated 11/15/1999 to Doris Jean Ward. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$96,379.00. The Lake Lease is currently at a rate of 15 cent per \$100 EAV, \$294.57. The lake lease rate will increase to .40 per EAV. The PIN number is 07-01-458-009.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 1 Block NA of Camp Eagle Pointe

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property: TRUST DATED 11/15/1999

From: Nancy McCriskin Trust JAMES McCriskin (Sellers Name)

To: DORIS JEAN WARD (Buyers Name)

James W. McCriskin
Dorothy McCriskin

(Signatures of Seller)

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

Now comes DORIS JEAN WARD (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Nancy McCriskin TRUST DATED 11/15/1999 (Seller) In and to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller)

NANCY McCriskin / JAMES McCriskin has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,

X Doris Jean Ward

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 1
BLOCK NA CAMP Eagle Pointe, 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) Nancy McCriskin Trust in and to the premises known as Lot 1 Block NA in Camp Eagle Pointe, 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 _____, _____.

Tari Renner, Mayor



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

April 25, 2017

Ms. Nancy Brady
2203 Eastland Drive
Bloomington, IL 61704

Re: Septic Permit #93-8802
Parcel #07-01-458-009
Lot 1, Eagle Pointe Subdivision

Dear Ms. Brady:

On April 19, 2017, 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 evaluation performed on April 18, 2017 indicated that the septic system had no deficiencies at that time.

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

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

Ms. Nancy Brady
April 25, 2017
Page 2

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

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

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

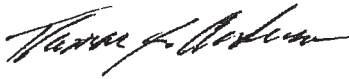
Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1993 and is now approximately 24 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 is currently vacant. The system may evaluate differently under normal use conditions.

If you have any questions, please contact Mr. Scott Cook with this department at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Gene Ward

TJA:AC:du

AC-0601-17-104

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: Nancy Brady
Address: 2203 Eastland Drive
Bloomington, IL 61704
Phone #: Day 309-242-1311 Home - -

2. Requestor Information:

Name: Gene Ward
Address: 19 Nicole Court
Bloomington, IL 61701
Phone #: Day 309-824-6966 Home - -

3. Property Information:

Parcel Number (Tax ID): () 07-01-458-009 Date Evaluation Performed: 04-18-17
Address of property evaluated: 25085 Eagle Pt. Hudson Sub. & Lot: Eagle Point #1
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 93-8802

4. Interview Information:

Person interviewed: Nancy Brady Original owner: Yes ☒ No ☐
Age of home (years): 24 Intended for seasonal use: Yes ☒ No ☐
Date last occupied: 3 months ago Number of occupants: 2
Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: last year

5. Interior Evaluation:

Number of bedrooms: 2 Garbage disposal: Yes ☒ No ☐
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: n/a Clothes washer discharges to: septic
Dishwasher discharges to: septic Hot tub discharges to: n/a
Basement plumbing fixtures: Discharge locations:
a. all a. septic
b. _____ b. _____
c. _____ c. _____
d. _____ d. _____
Basement floor drains discharge to: septic Garage floor drains discharge to: n/a
Sump pit/pump discharges to: lake Downspouts discharge to: tile

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 14 inches

Square feet of sand filter: 1476 square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Yes No

☐ ☒

Meets current code sizing requirements:

☒ ☐

Seepage standing on ground surface over filter:

☐ ☒

Lush vegetation on or near sand filter:

☐ ☒

Evidence if water has ponded over sand filter:

☐ ☒

Sand filter vented as required:

☒ ☐

Vent in good repair:

☒ ☐

Chlorinator with screw on cap present:

☒ ☐

Chlorinator tube with corrosion resistant handle present:

☒ ☐

Evidence of chlorination:

☒ ☐

Evidence of restricted flow in chlorinator:

☐ ☒

Sample port with screw on cap present:

☒ ☐

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

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

Pump chamber an approved design:

Yes No

☐ ☐

Chamber volume 1.5 times the daily flow:

☐ ☐

Is there a dual pump:

☐ ☐

Alarm present:

☐ ☐

Alarm location:

Alarm properly working with audio and visual functions:

☐ ☐

☐ ☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Yes No

☐ ☐

Current maintenance contract in place:

☐ ☐

Who is maintenance contract with:

Alarm present:

☐ ☐

Alarm location:

☐ ☐

Alarm properly working with audio and visual functions:

☐ ☐

☐ ☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

☐ ☐

Chlorinator tube with corrosion resistant handle present:

☐ ☐

☐ ☐

Evidence of chlorination:

☐ ☐

☐ ☐

☐ ☐

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

Comments:

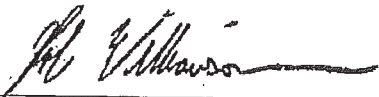
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank does not need to be pumped at this time, but it should be checked regularly and pumped as needed in the future. The chlorinator tube should have a chlorine tablet placed in it regularly as needed in the future. This septic system appears to be functioning normally at this time. The septic system is 24 years old. The average life of a septic system is about 25 years. The sand filter is being shared by other houses. I have to assume that the sizing is correct for the sand filter since I can not go into the other houses connected to see how many bedrooms are in each one. It is important for all houses connected to this sand filter to do the regular maintenance for the septic tanks and chlorinator. This house is vacant so the septic system may evaluate differently under normal water usage.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

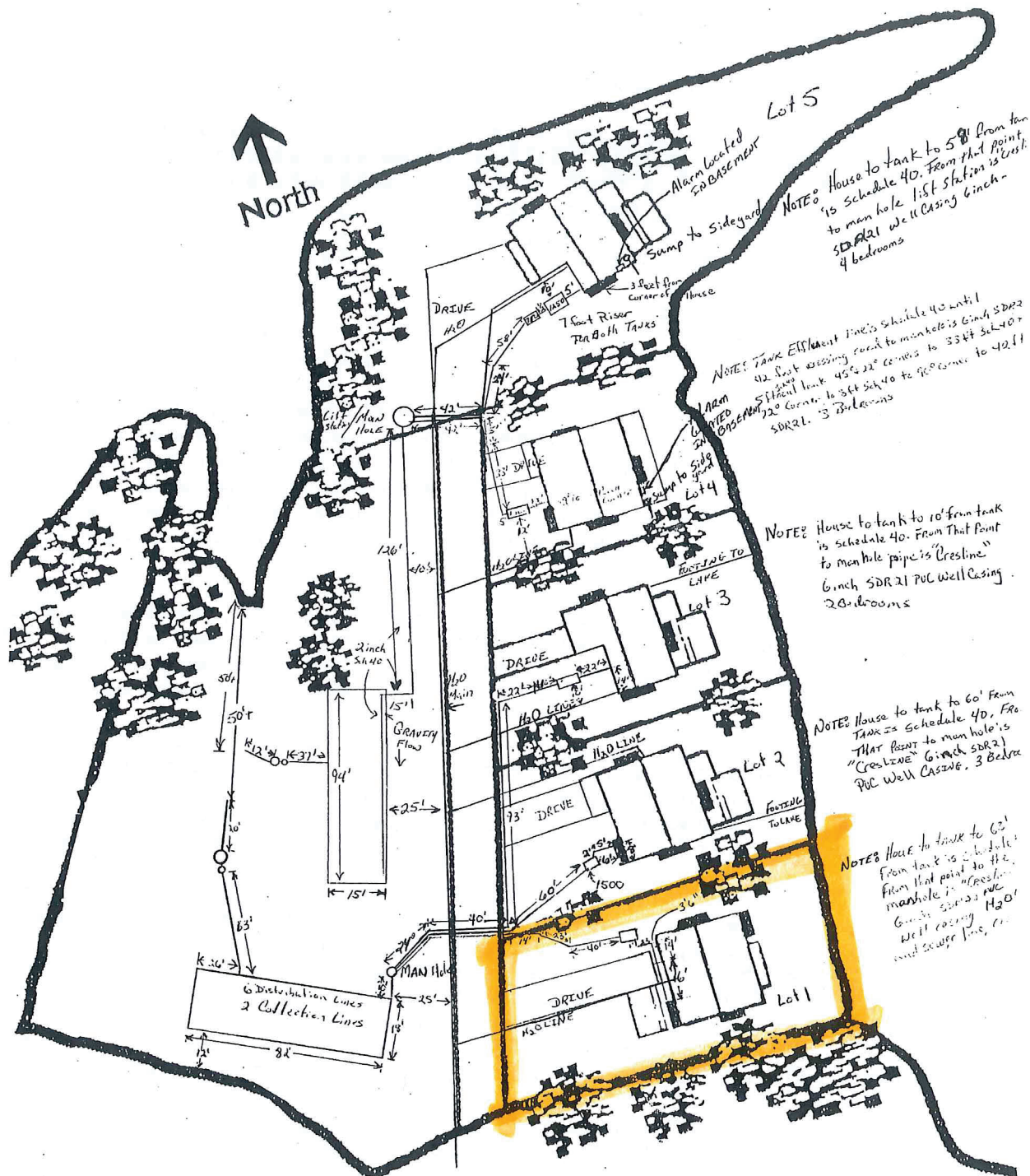
Inspector's Name (print)



Signature

04-19-17

Date



LAKE BLOOMINGTON LEASE

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

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

Doris Jean Ward

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

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

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

Lot 1 in Block NA in Camp Eagle Pointe 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 07-01-458-009

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

3. RENT.

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

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

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

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

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

City and Lessee as follows:

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

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

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

Lessee Name and Mailing Address

DORIS JEAN Ward
25085 Eagle Pointe
Hudson, IL. 61748

Lessee Billing Address

DORIS JEAN WARD
25085 Eagle Pointe
Hudson, IL. 61748

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Tari Renner, Mayor

Doris Jean Ward

Attest:

Cherry Lawson, City Clerk



Public Works - Engineering

115 E. Washington Street, Ste 301

PO Box 3157

Bloomington, IL 61702-3157

ph: (309) 434-2225 e-mail: engineer@cityblm.org

PERMIT NUMBER

P 103292

Issue Date: 06/05/2013

Exp Date: 12/02/2013

Permit Type: EXCAVATION PERMIT

Parcel Number	Street Address
0701458009	25085 EAGLE POINT

Jurisdiction

HUDSON

Owner Information	Applicant Information
Name: MCCRISKIN, JAMES Address: 25085 EAGLE POINTE HUDSON, IL 61748 Phone:	Applicant: G & H MARINE, INC Address: 2540 S IMBODEN CT DECATUR, IL 62521 Phone: 217-423-6684

Contractor Information

Name: G & H MARINE, INC Address: 2540 S IMBODEN CT DECATUR, IL 62521	Phone:
--	--------

Site Information

Subdivision: EAGLE POINT Lot Number: 1 Block: Lot Acres: Lot Square Feet:	New Service Comment: Prerequisite:
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Project Description

EXCAVATION

Scope of Work

REPLACE 85' OF SHOREWALL AT LAKE BLOOMINGTON

Permit Details	Desc:	Fee:
	EXCAVATION FLAT FEE	35.00
	EXCAVATION STREET DEPOSIT	.00
	EXCAVATION WATER MAIN TAP ON	.00
	EXCAVATION SEWER TAP ON	.00

Date: 06/05/2013

Application Number 3774

TOTAL PERMIT FEES

\$ 35.00



25085 Eagle Pointe

G & W MacKay, Inc. 1000 Broadway, New York 10003 (EDMONT 6333)		Book of the Month 770 Madison Avenue New York 10022 (EDMONT 6333) 212-687-1000 212-687-1001 212-687-1002	
No. 10 No. 10 No. 10		No. 10 No. 10 No. 10	
TITLE McEwen		TITLE SEAWALL	
REF. 100-100-100	REF. 100-100-100	REF. 100-100-100	REF. 100-100-100
DATE 100-100-100	DATE 100-100-100	DATE 100-100-100	DATE 100-100-100
NAME 100-100-100	NAME 100-100-100	NAME 100-100-100	NAME 100-100-100
ADDRESS 100-100-100	ADDRESS 100-100-100	ADDRESS 100-100-100	ADDRESS 100-100-100
CITY 100-100-100	CITY 100-100-100	CITY 100-100-100	CITY 100-100-100
STATE 100-100-100	STATE 100-100-100	STATE 100-100-100	STATE 100-100-100
ZIP 100-100-100	ZIP 100-100-100	ZIP 100-100-100	ZIP 100-100-100

Invoice

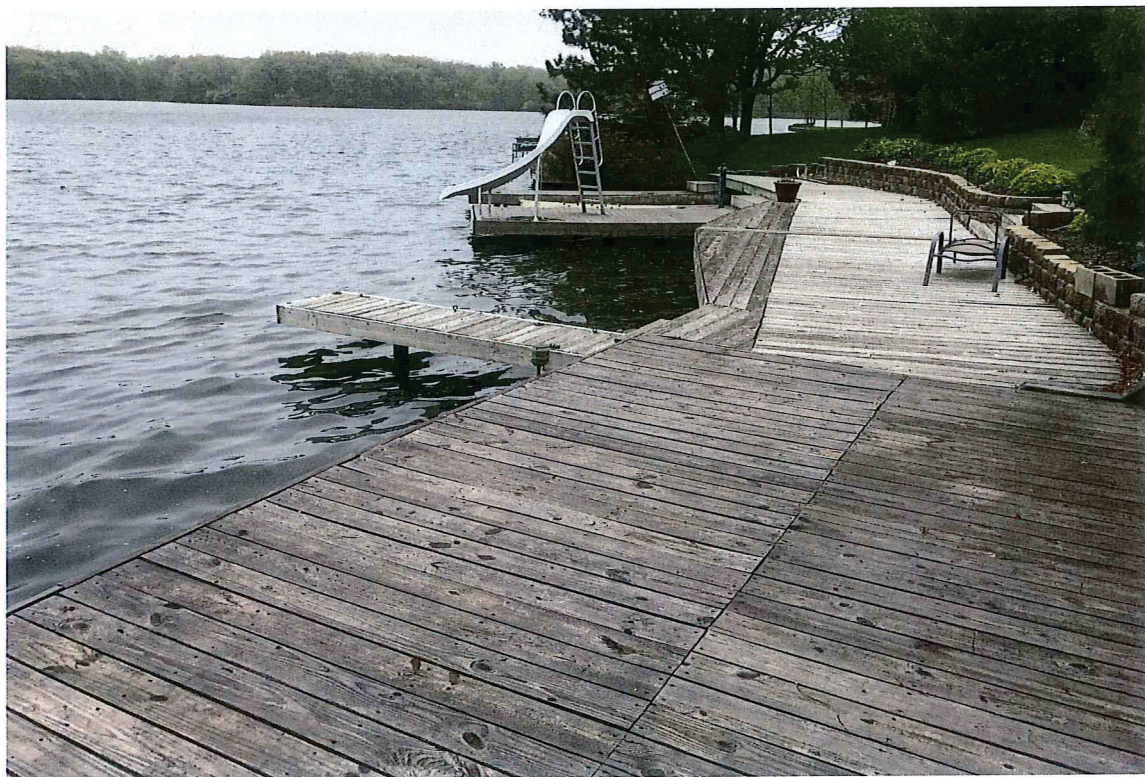
BILL TO	
Nancy McCriskin 25085 Eagle Pt Hudson, IL 61748-7505	
Customer Phone	Customer Alt. Phone
1-309-287-1606	1-309-747-2112

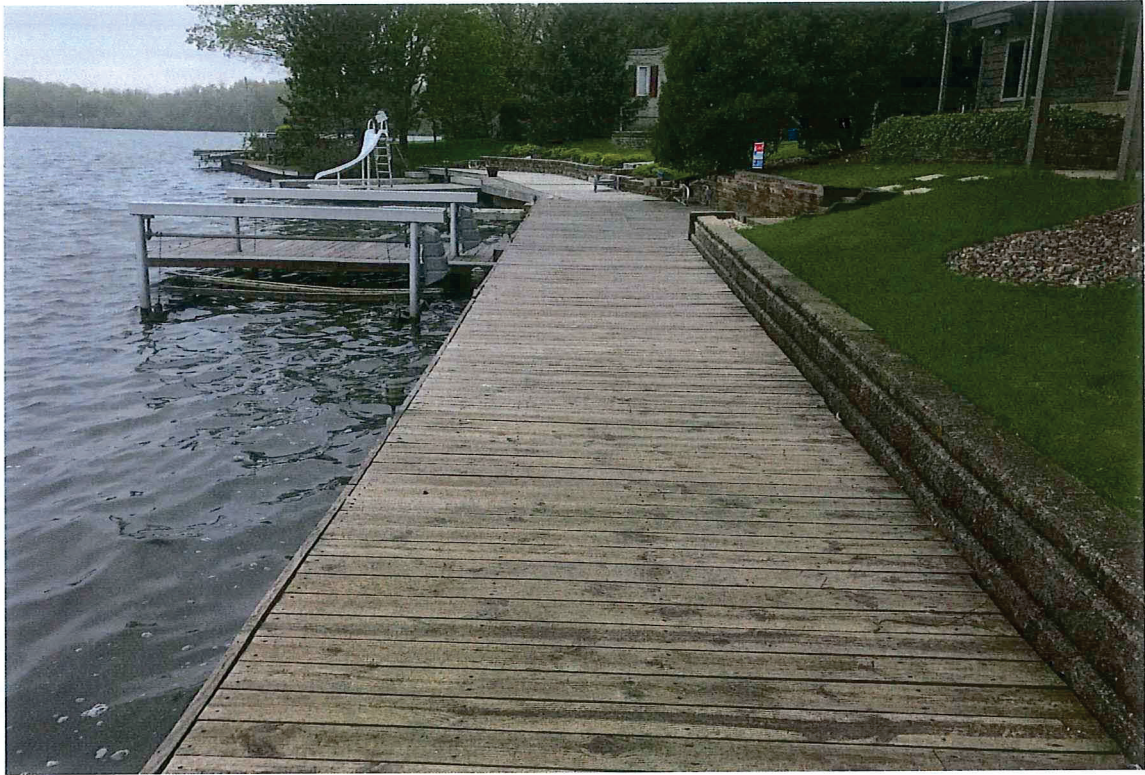
DATE	INVOICE NO.
12/12/2012	12379
P.O. NO.	DUE DATE
	12/12/2012

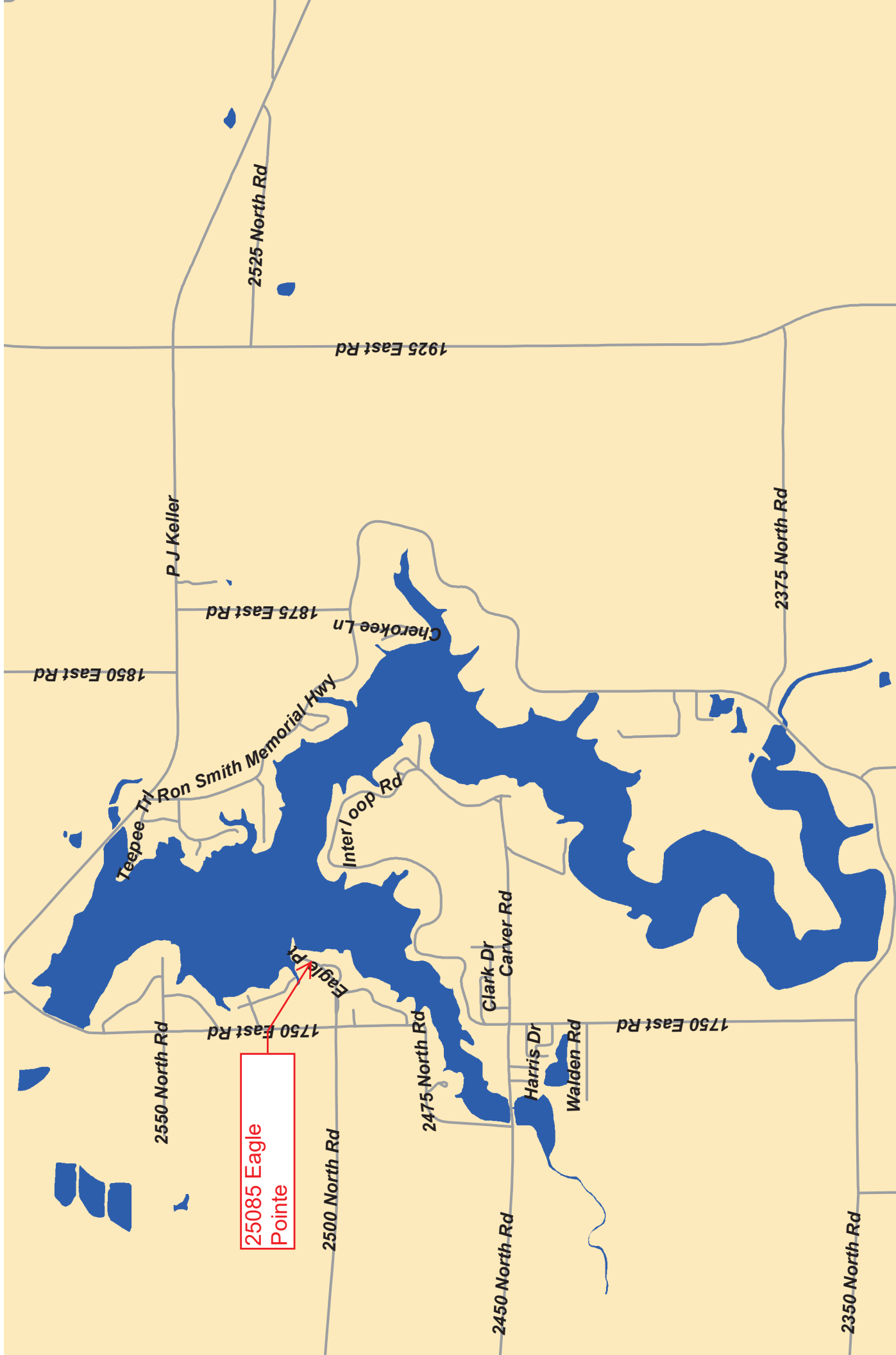
ITEM	DESCRIPTION	RATE	AMOUNT
1	7 Ga. Steel Shorewall Package Price (including labor & installation): Price Per Foot (actual footage): \$180 Per Foot (Discounted Rate) Approximate Footage: 85 Feet Actual Footage: Calculated Upon Completion Drains @ \$100 Each: None or TBD by Customer Corners @ \$200 Each: None Behind the wall Deck Supports (includes extra support stands for heavy rigid deck/wall system) (1) 8 x 40 Behind the wall Deck system (1) 12 x 30 Behind the wall Deck system Tear out and disposal of existing set up Wall Elevation will vary - set with customers existing deck Includes Mobilization, Transportation, and Travel 85 Linear Ft. of 7 Ga. steel sheet piling will be driven to refusal with a Caterpillar 308 Extended reach excavator with pneumatic vibrator. Sheet piling will be capped with 5 x 5 angle iron. The Sheet Piling wall will be tied back with 3/4" Number 6 rebar. The rebar will then be welded to 5-6" wall Casing (filled with concrete) spaced every 8' along wall. The Steel Shorewall will extend out from the shoreline to customers specification. Note: Thank You for contacting G&H Marine, Inc. A \$1,500 Down payment required, Balance due upon completion of work. For additional questions, or to view a current job site, please contact Jeremy at (217) 519-2663.		
		Total	
		Payments/Credits	
		Balance Due	

We appreciate your business!

This invoice includes all necessary taxes, labor and freight charges.



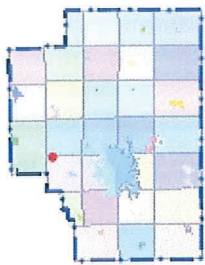




25085 Eagle
Pointe



25085 Eagle Pointe, McCricken



- Legend**
- Address
COB
ETSB
OTHR
TON
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Citations



0 0.02 0.0 Miles By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

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Notes



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 10, 2017.

RECOMMENDATION/MOTION: That an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property in a portion of Downtown Bloomington during the WGLT Outdoor Concert on Saturday, June 11, 2017, be adopted.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: WGLT is sponsoring an outdoor summer concert in downtown Bloomington on Saturday, June 10, 2017. This will be the thirteenth annual summer concert sponsored by the public radio station. The previous concerts have taken place with a similar suspension of the ordinance and without any problems pertaining to open alcohol during the suspension period. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated “beer garden”. Beer and wine would be sold only by Bill Hill, Inc., d/b/a Maguire’s, an existing liquor license holder, by an extension of premises for the event. Only beer and wine purchased from the event vendor can be consumed within the designated event area. Outdoor consumption would be allowed between 2:30 p.m. and 10:15 p.m.

Given the nature of the event, the high degree of involvement by event staff and the lack of problems at previous events, City staff recommends the ordinance be adopted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

COMMUNITY DEVELOPMENT IMPACT: None.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with the first name "David" being more prominent.

David A. Hales
City Manager

Attachments:

- Ordinance
- WGLT Special Events Application
- Maguires Special Events Extension Paperwork
- Map

ORDINANCE NO. 2017 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON.

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on June 10, 2017; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street; and

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

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on June 10, 2017, between 2:30 p.m. and 11:00 p.m. for the area including Jefferson Street, between Main Street and the north/south alley between Center Street and Madison Street, and on Center Street, between Washington Street and the east/west alley between Jefferson Street and Monroe Street. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession beer or wine in plastic or paper cups;
- (c) no alcohol may be taken out of any licensed premises into the designated area, except for alcohol purchased from the extended premises of the event vendor in plastic or paper cups.

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

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

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

PASSED this 22nd of May, 2017.

APPROVED this ____ day of May, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel



CITY OF BLOOMINGTON

Special Events Application Form

City Clerk Department

Phone#: 309-434-2240

Fax#: 309-434-2802

Date: February 6, 2017

Event Name: GLT Summer Concert

Sponsoring Organization: WGLT

Contact Person: Linda Healy

Phone: (309) 438-5083

Address: WGLT, Campus Box 8910, Normal, IL 61790-8910

Event Date(s): 06/10/2017

Time(s): 8:00am - 11:00pm

Nature of Event:

Free family-friendly blues/jazz/acoustic concert on the square presented by pub radio WGLT 89.1 FM as a giveback to the community

Event Scope: (Include anticipated parking restrictions, street closures, detours and other types of pedestrian and traffic control)

Street closures: Jefferson west of Main to Madison; Center north of Washington to alley mid-block north of Jefferson; Main south of Jefferson to Washington
Stage arrives at 8:00am on the day of the concert
3 Parking spaces reserved at NW corner of Main & Jefferson for generator to be delivered at 9PM FRIDAY, June 9th
Bloomington Parks & Rec to provide 25 picnic tables, delivered on the grass of the McLean County Museum of History on Friday, June 9th; man power to move a portion of tables to Center and Jefferson Streets after 12:30PM on day of concert; man power to move tables back to MCMH after concert (10:30PM) to facilitate reopening streets
36 garbage receptacles delivered to NW corner of McLean County Museum of History on Friday, June 9th; 1 box of appropriate liners to be picked up at facilities office on Thursday, June 8th; approval to leave empty cans on sidewalks for City staff to collect (non will be left in streets)
Two dump trucks to accommodate garbage bags: one parked on Center Street just south of the alley (backend facing south toward concert grounds), and a second parked at NW corner of Washington & Center as close to Washington as possible to leave room for portable toilets (backend facing north toward concert grounds). GLT staff and volunteers will transport garbage generated from this event in bags to these trucks
600' of snow fencing to cordon off backstage and direct pedestrian traffic
Street sweeping of concert grounds prior to and following concert.
GLT will engage private security firm for the entirety of event, but request BPD walk throughs of regularly scheduled officers.
Sidewalks will remain open on all streets to the best of our ability

Will there be any tents or other temporary structures? Yes

Will there be food prepared / served? Yes

Will there be anything sold? If so what? Yes: food, beer/wine, artist merchandise, GLT merchandise

Will there be an admission charge? No

Will there be any temporary seating? Picnic tables

▶ Please attach Certificate of Insurance naming the City of Bloomington as co-insured. Minimum of \$100,000 Individual and \$300,000 Aggregate for personal injury.

▶ Please return to the City Clerk a Minimum of 30 days prior to the event. 60 days if the event is planned for the downtown area.

DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY

Department Review Comments
(Review and return to the City Clerk's Office within 7 days)

emailed about ins issues 2-8

Permits Required:



Office of the City Clerk

109 E. Olive St., PO BOX 3157

Bloomington, IL 61702-3157

Phone: 309-434-2240

SPECIAL EVENTS PERMIT WAIVER OF LIABILITY

In consideration of the issuance of a permit to host a Special Event in the City, the undersigned special event organizer ("Event Organizer") and the City agree as follows:

1. The Organizer shall, to the fullest permitted by law, indemnify, defend and hold the City harmless against all claims, liability, loss, injury, death or damage, costs, including reasonable attorney fees, of whatsoever nature in connection with or arising out of the activities during said special event, including but not limited to, the placement or storage of the Event Organizer's equipment in the event area specified in the permit. This obligation shall not require indemnification for any such claims caused by the sole negligence of the City.
2. Within seven (7) days after the billing date, the Event Organizer shall pay to the City all amounts for damage to the pavement of any City-owned equipment or facilities, or the cleaning or trash removal performed by the City, which occurred in connection with or arising out of the special event.

CITY OF BLOOMINGTON

EVENT ORGANIZER

By: _____

By: Linda Healy *for WGLT*
Linda Healy

Signature

APPROVED AS TO FORM:

Jeffrey R. Jurgens

Corporation Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2017

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Board of Trustees of Illinois State University 302 Normal Avenue Campus Box 1270 Normal, IL 61761	INSURER A : Lexington Insurance Company		19437
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-006588610-03 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$350,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			015438192	08/30/2016	08/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: June 10, 2017 WGLT Summer Concert

McLean County Museum of History, City of Bloomington, McLean County Public Building Commission, and County of McLean are included as Additional Insured as per attached Endorsement #015 with respect to general liability.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington McLean County Museum of History 200 N. Main Street Bloomington, IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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ENDORSEMENT # 015

This endorsement, effective 12:01 AM 08/30/2016

Forms a part of policy no.: 015438192

Issued to: BOARDS OF TRUSTEES OF THE MEMBER INSTITUTIONS OF
THE ILLINOIS PUBLIC HIGHER EDUCATION COOPERATIVE,

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided by the policy:

RETAINED AMOUNT LIABILITY POLICY

- A. Paragraph M., Insured of **SECTION V - DEFINITIONS** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this **policy period** and executed prior to the **occurrence of the bodily injury or property damage**.
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This endorsement shall only apply to **SECTION I - INSURING AGREEMENT - RETAINED AMOUNT LIABILITY, bodily injury or property damage**.
 2. The person or organization is only an additional insured with respect to liability arising out of **your work or your product** for that additional insured.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to **bodily injury or property damage** arising out of the rendering of or failure to render any professional services by any architect, engineer or surveyor including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
 5. This insurance does not apply to **bodily injury or property damage** arising out of **your work or your product** included in the **products-completed operations hazard** unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis. In such case, coverage provided by this endorsement shall be primary and non-contributory.

ENDORSEMENT # 015
(Continued)

- C. Subparagraph 1.a.(1) of Paragraph F. Pollution of **SECTION III - EXCLUSIONS** does not apply to you if the **bodily injury** or **property damage** arises out of **your work** or **your product** performed on premises which are owned or rented by the additional insured at the time **your work** or **your product** is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any **occurrence** which may result in a claim or **suit**, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of the policy.

All other terms and conditions of the policy remain the same.





Maguire's Pub

220 N. Center Street

Bloomington, IL 61701

Dear Bloomington Liquor Commission,

We (Maguire's) would like to request a 1 day extension of premise for the purpose of the WGLT Summer Fest on June 10, 2017. If approved, we will be serving beer and wine from 2:30 p.m.-10:15 p.m.

The success of this event in previous years shows it is a great opportunity to bring people to downtown Bloomington.

Your consideration is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Hill". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike Hill
Owner-Maguire's Pub



CITY OF
Bloomington
ILLINOIS

APPLICATION FOR CLASS "SA/SB" SECONDARY PREMISES LIQUOR LICENSE

Check Appropriate Class: X SB (Beer & Wine Only) SA (All types of Alcohol)

1. Name of Licensee: BILLHILL INC 2. Contact number:

3. D/B/A: MAGUIRS

4. Type of License currently held: TAS

5. Address at which the Secondary Premises Liquor License will be used: 218 N Center

6. Date(s) on which the Secondary Premises Liquor License will be used: 6-10-17

7. Hours during which liquor will be sold: 2:30 pm - 10:30 pm

8. Description of the activity or event in connection with which the Secondary Premises Liquor License will be used:

WGCT Summer concert

9. Estimate of number of persons expected to attend: 4000

10. Description of the proposed procedures for handling the following:

A. Crowd control: Security Firm Hired By WGCT

B. Identification check: MAGUIRS DOOR MAN

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

A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date, location, and time. The City of Bloomington must be listed as the Certificate Holder.

B. The license fee is non-refundable, \$100 for the first day and \$50 for each additional up to a maximum of \$500.

12. Submit completed application to the City Clerk not less than 7 days prior to the date(s) on which the license is requested for.

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

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.

[Signature]
Applicant

Subscribed and sworn to before me this 27th day of April, 2017

My commission expires: 12/4/18



[Signature]
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2017

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

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PRODUCER MIDWESTERN INS ASSOC AGENCY INC PO Box 410 Minier, IL 61759	CONTACT NAME: Lance Leesman	
	PHONE (A/C, No, Ext): (309) 392-2018	FAX (A/C, No): (309) 392-2250
	E-MAIL ADDRESS: lance@miaminier.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED BillHill, Inc. dba Maguire's 220 North Center Bloomington, IL 61701	INSURER A: Spriska	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

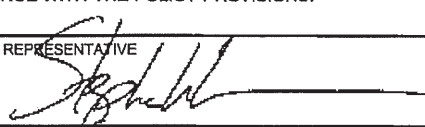
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANYAUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			10-2012-2456	08/29/2016	08/29/2017	\$1,000,000/\$1,000,000

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

This policy is extended to the road in front of the same address listed above on 6/10/17 from 2:30-10:30 p.m. for GLT Summer Concert.

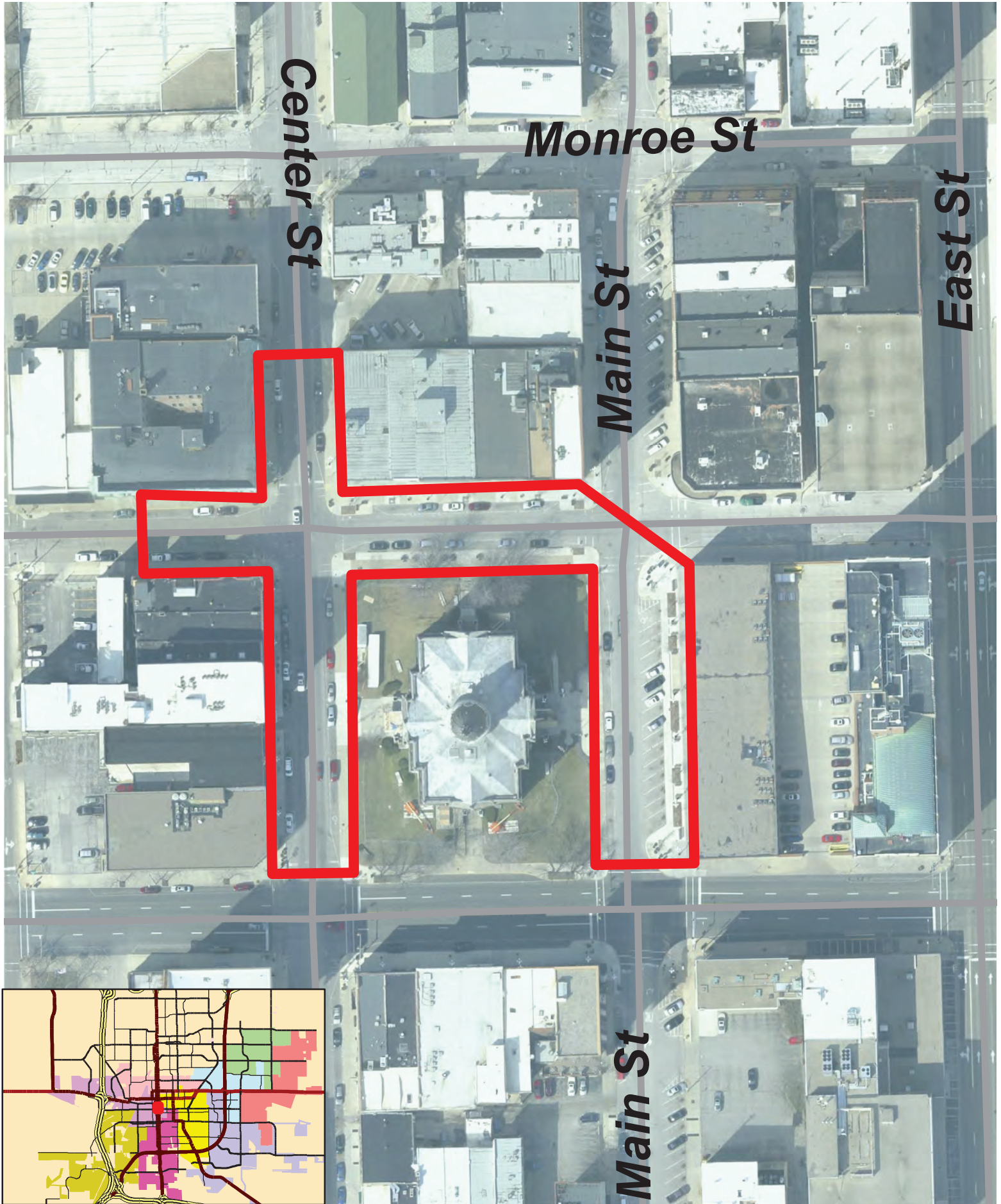
CERTIFICATE HOLDER

City of Bloomington 109 E Olive Street Bloomington, IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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WGLT Summer Concert

150 75 0 150 Feet





CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of a request from Jody Brucker and Rachael Kerrick to allow moderate consumption of alcohol at their June 10, 2017 wedding reception to be held at Davis Lodge.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 10, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: On May 9, 2017, the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request of Jody Brucker and Rachael Kerrick, to allow moderate consumption of alcohol at their June 10, 2017 wedding reception to be held at Davis Lodge.

Present were: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel; Staff present: George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Renee Gooderham, Chief Deputy Clerk.

Rachel Kerrick, prospective bride, and Connie Weaver, owner/operator Ozark House, addressed the Commission. Ozark House would cater the event. Beer and wine only would be served.

Motion by Commissioner Powell, seconded by Commissioner Bataoel to recommend at the May 22, 2017 City Council meeting, approval of the request from Jody Brucker and Rachel Kerrick to allow moderate consumption of alcohol at their June 10, 2017 wedding reception to be held at Davis Lodge.

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

Ayes: Commissioners Powel, Bataoel and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 9, 2017 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

COMMUNITY DEVELOPMENT IMPACT: None.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk
Robert D. Yehl, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Letter of Request

ORDINANCE NO. 2017 -

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION ON JUNE 10, 2017 AT DAVIS LODGE**

WHEREAS, Jody Brucker and Rachael Kerrick to allow moderate consumption of alcohol at their June 10, 2017 wedding reception to be held at Davis Lodge from 5:30 p.m. to 10:00 p.m. at Davis Lodge; and

WHEREAS, Jody Brucker and Rachael Kerrick have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the wedding reception on June 10, 2017 from 5:30 pm to 10:00 p.m. at Davis Lodge.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

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

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

PASSED this 22nd of May, 2017.

APPROVED this ____ day of May, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

4/24/17

City of Bloomington
Office of the City Clerk
109 E. Olive
PO Box 3157
Bloomington, IL 61702-3157
cityclerk@cityblm.org

Re: Liquor Event Request/Kerrick-Brucker wedding 6/10/17

To Whom It May Concern:

Please consider the following event request for our wedding on 6/10/17 at Davis Lodge. Event details are as follows:

- Wedding date is Saturday June 10, 2017 at 5:30 pm to 10 pm;
- Event to be held at Davis Lodge;
- Davis Lodge reserved June 9-10, 2017;
- Bride Name: Rachael R. Kerrick ;
- Bride Phone: 309-830-2285;
- Bride Email: rrkerrick@yahoo.com;
- Groom Name: Jody B. Brucker;
- Groom Phone: 319-464-7989;
- Groom Email: rafterjrsm@gmail.com;
- Number of guests: 100-125 (Planned seating for 96 guests inside facility with additional outdoor casual seating and tall top tables. Reserving post tent in the event of rain.);
- Catering provide by Ozark House (contact Connie Weaver (owner) 309-287-1538);
- Alcohol to be served includes two wine options, 2 domestic beer options and 1 craft beer option (complimentary-no cash bar).

I submit this request for consideration and approval. Please contact me directly with any questions (309-830-2285) or you may contact our caterer, Connie Weaver (309-287-1538).

Respectfully,

Rachael R. Kerrick

Cc: Connie Weaver

Cc: Jody Brucker

PUBLIC HEARING



PUBLIC HEARING AGENDA ITEM NO. 8A

FOR COUNCIL: May 22, 2017

SUBJECT: Public hearing on the Annexation Agreement submitted by Vale Church for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle.

RECOMMENDATION/MOTION: Open the public hearing to receive comments from the public regarding this item.

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

STRATEGIC PLAN SIGNIFICANCE: d. appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Pursuant to the Illinois Municipal Code and the City Code, prior to adoption of an annexation agreement, the City Council must hold a public hearing. Notice of the public hearing was given by publication in the Pantagraph on May 5, 2017. A public hearing was held by the Planning Commission on April 26, 2017. In addition to reviewing the agreement, the Planning Commission held a hearing on the proposed zoning district, S-2, requested in the agreement. Notice for the aforementioned public hearing was published in the Pantagraph on April 10, 2017.

The petitioner, Vale Church, acquired the land to construct a new facility. They are currently located on Lafayette Street and Morrissey Dr. and have an average attendance of 400 people at two gatherings weekly. Vale Church participates in a number of philanthropic activities including a Bread For Life Food Co-op with Home Sweet Home Ministries and youth/teen outreach activities. Churches are a critical asset for communities because they strengthen social relationships, provide a network of services and resources, and improve bridging and bonding social capital for their membership. Vale Church's new facility will allow them to serve their 1600 members.

The subject property is 36.13 acres located south of Ireland Grove Rd and east of Brookstone Circle. The site is unincorporated but adjacent to the City limits. Sewer and water are available but sewer will need to be constructed under Ireland Grove Rd to serve the development. The south side of the property abuts a utility easement and the future constitution trail. The property touches residential districts to the north and west. The easterly land is unincorporated but located within the airport noise contours. It is highly unlikely that it would be developed for residential and the Comprehensive Plan identifies this land as being developed for business. The proposed church facility provides a clean transition from residential to business. The petitioner is requesting the land be rezoned to S-2, Public Lands and Institutions.

The annexation agreement outlines developer obligations including sewer, water and detention requirements. The agreement outlines and establishes deadlines for the developer's obligation to

construct sidewalk along Ireland Grove Rd. The agreement also includes a dormant special services area over the property, to provide for on-site public improvements and expenses related to said improvements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This case was before the Planning Commission for a public hearing and review on April 26, 2017. One citizen, outside of the applicant spoke in favor of the agreement. One citizen spoke in opposition to the agreement. The Planning Commission recommended approval by a 7-0 vote. This recommendation is consistent with staff's position. Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 73 property owners within 500 feet. A sign alerting to the public hearing was also placed on the subject property. The petitioner submitted an affidavit attesting that the following entities were notified prior to the Planning Commission and City Council Hearings: Bloomington Township, Bloomington Airport Authority, McLean County Unit District #5, Bloomington School District #87, and Bloomington Township Fire Protection District.

FINANCIAL IMPACT: The developer will be required to pay tap-on fees for sewer and water, and will provide on-site detention. The developer is also responsible for building sidewalk along Ireland Grove Rd for the frontage of the property. The agreement designates a dormant special services area for the property in the event that future public improvements are needed.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: Fostering social interaction is highlighted throughout the City of Bloomington Comprehensive Plan. Churches are critical for building social capital within a community. Additionally the Plan identifies "creating a sustainable environment where the ongoing investment in property is supported by public investments in schools and parks; opportunities for social interaction; accessibility for pedestrians, bicyclists and vehicles" as a goal. The proposed annexation is a Tier 2-Infill development priority (Land immediately adjacent to the City's incorporated area with access to all City services.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, AICP, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Annexation Agreement with Exhibits
- Aerial Map of Subject Property
- Certification of Publication-Pantagraph Newspaper
- Plat of Survey
- Planning Commission Report from 4.26.17
- Planning Commission Minutes from 4.26.17
- Mailing Sample
- Mailing List

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Vale Community Church, an Illinois not for profit corporation having its principal office in Bloomington, Illinois hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned S-2 Public Lands and Institutions District upon annexation to the City; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit “A” to the City’s corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit “A” to the City of Bloomington.

3. ZONING, CONCEPT PLAN APPROVAL AND SUBDIVISION.

A. Zoning. City agrees to rezone the property to S-2 Public Lands and Institutions District subsequent to any public hearings required by the City Code.

B. Concept Plan Acceptance. City has accepted a Concept Plan for the premises, a copy of the Concept Plan is attached hereto and incorporated herein as Exhibit B. The Concept Plan shall serve as a general guide to both parties of this agreement regarding the projected phased development of the property.

4. DEVELOPMENT OBLIGATIONS.

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

A. Sanitary Sewer. Owner shall pay a tap on fee to the City to connect to the City's sanitary sewer at the rates set forth in Exhibit C attached hereto and incorporated herein. Tap on fees shall be paid prior to the release of the final plat per Chapter 24, Section 3.5-1c and shall be based on the platted lot to be improved upon.

B. Water. Owner shall pay \$126.36 per linear foot of frontage on Ireland Grove Road for water main tap on fees. Tap on fees shall be paid prior to the release of the final plat per Chapter 24, Section 3.5-1c and shall be based on the platted lot to be improved upon.

C. Stormwater Detention. Owner shall provide onsite detention or pay a fee-in-lieu for storm water detention pursuant to the City Code in place at the time of annexation.

D. Annexation Fee. Owner shall not be subject to the annexation fees established in Chapter 8.5 Section 205 of the City Code, unless the premises in the S-2 District is sold or leased by Owner, in which case annexation fees shall be paid on a square footage basis at the time of the execution of such sale or lease.

E. Parkland Dedication. Owner's intended use of the property for religious purposes is not subject to Parkland Dedication. If the Owner's use changes and the premises are developed for residential purposes or other purposes requiring parkland dedication as per City Code, then a parkland dedication shall be determined at such time of development. If appropriate, the Bloomington Parks and Recreation Department may accept a fee-in-lieu of dedication and said fee shall be determined pursuant to City Code.

F. Substandard Road Improvements. Owner shall construct a five (5) foot wide (minimum width) sidewalk for the annexed property along the south side of Ireland Grove Road. The sidewalk shall be constructed on or before September 30, 2018 for the annexed property that is included in the first phase of the project as depicted in the Concept Plan. The sidewalk shall be constructed for the remainder of the annexed property on or before September 30, 2020, provided that a sidewalk has been constructed along the south side of Ireland Grove Road on the

property immediately to the west of the annexed property. In the event that the sidewalk on the property immediately to the west of the annexed property is not completed by September 30, 2020, then Owner shall construct the sidewalk on the remainder of the annexed property at such time as a sidewalk has been constructed along the south side of Ireland Grove Road on the property immediately to the west of the annexed property.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

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

For the Owner:
John L. Pratt, Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. DORMANT SPECIAL SERVICE AREA

1. A dormant special service area will be established over the Property, with the cooperation and participation of the Owner, to provide for the on-site public improvements for the Property, as well as to pay for the costs and expenses directly or indirectly related in any way to the on-site public improvements, including, without limitation:
 - a. construction, installation, repair, or maintenance of the on-site public improvements in the event that the Owner is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
 - b. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
 - c. direct and indirect administrative expenses;
 - d. payment of public liability insurance premiums; or
 - e. reimbursement to the City for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.
2. The Owner will pay for all costs incurred by the City in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the City establishing the special service area as well as reimbursement to the City for any and all costs and expenses incurred by the City.² The City will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:
 - a. failure of the Owner for any reason to complete such public improvements;
 - b. inadequacy of the performance security established by the Owner as required by this Annexation Agreement; or

- c. failure or refusal by the bank to fulfill or otherwise honor the performance security established by the Owner as required by this Annexation Agreement.
- 3. By purchasing a lot in the Property, each purchaser of a lot, for himself or herself and his or her respective successors in title, forever waives any right to challenge the assessment or collection of a tax or assessment imposed by the City against the lot pursuant to a special service area established in accordance with this §11, provided such special service area is not amended in any way that requires a new public hearing.
- 4. The Declaration of Covenants for all lots in the Property will include similar language regarding the establishment of the special service areas.
- 5. Nothing in this §11 will prevent the Owner or any individual lot Owner from exercising his or her statutory right to object to the establishment or amendment of the Dormant Special Service Area.
- 6. Upon the City's formal acceptance of the on-site public improvements for the Property and the expiration of any maintenance guarantee period, as provided in §11 of this Annexation Agreement, the City will take all reasonable actions to have the Dormant Special Service Area dissolved. In no event will the City seek the extension of the special service area tax after it has formally accepted the on-site public improvements for the Property and the expiration of any maintenance guarantee period.

12. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in

this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that it has the full and

complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

EXECUTED and ADOPTED this ____ day of _____, 2017, at Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

By: _____
City Clerk

VALE COMMUNITY CHURCH (“OWNER”)

By: _____
Ted Max, Lead Pastor

Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

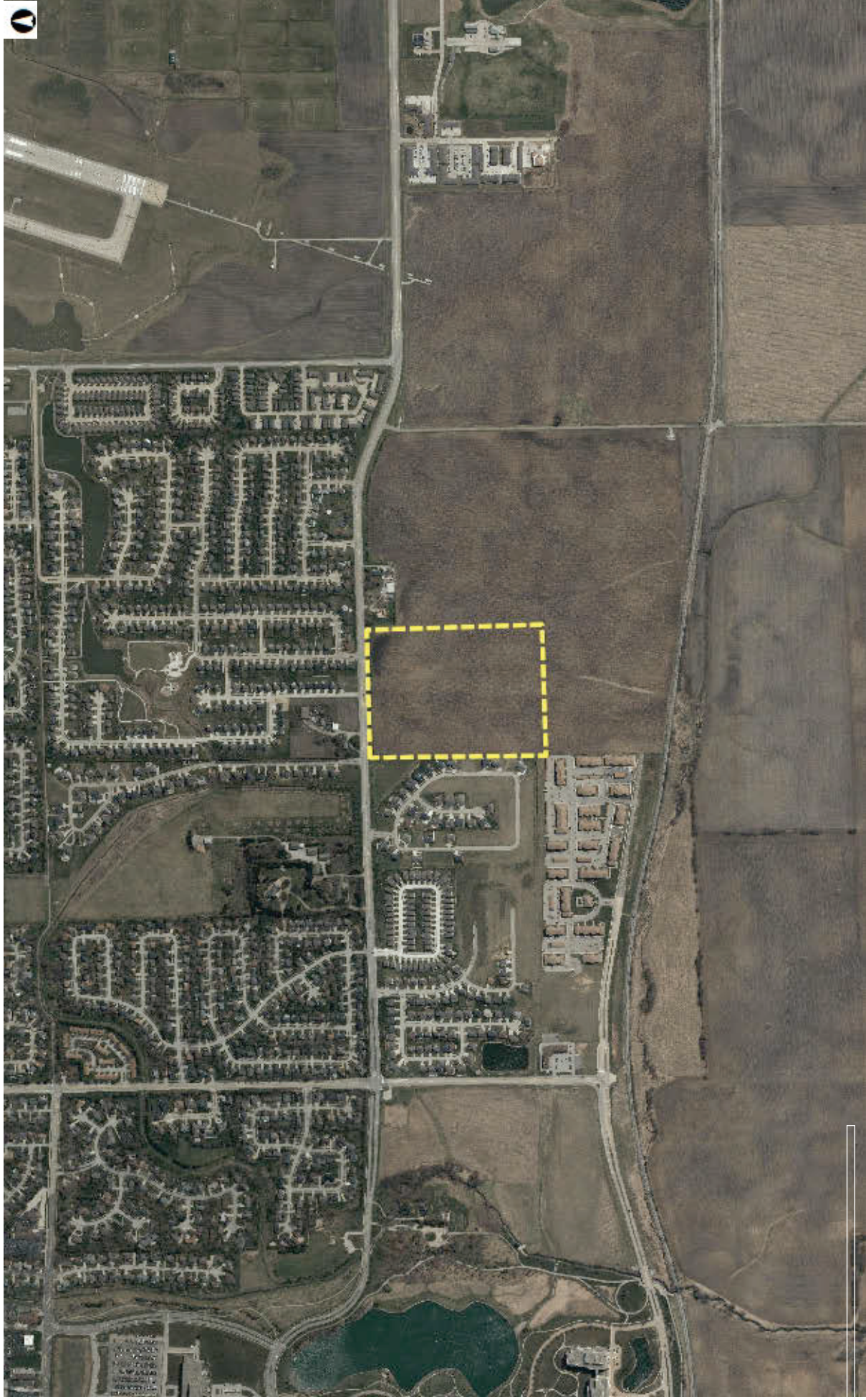
Exhibit C

Annexation Agreement - Vale Community Church

Sanitary Sewer Rates per Section 4.A.

<u>Sewer*</u>	<u>Principal/Unit</u>	<u>Date of Sewer Construction</u>
White Eagle Outfall Sewer	\$435.00/AC	August, 1996
Ireland Grove Road Outfall Sewer	\$190.00/AC	December, 1976
SE Pump Station and East Side Interceptor	\$450.00/AC	September 1964

*Rates will be adjusted at the time of connection for either 6% interest or the CPI from the date of sewer construction, whichever is less.



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Notes

Public Notices

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph:
April 10, 2017

20877685

The Blue Mound Township Trustees will meet the 3rd Monday of each month at the township office in Cooksville at 7:00 pm. If someone would like to be on the agenda please contact Nick O'Neill 24 hrs in advance at (309) 261-2709.

20877747

LEGAL NOTICE OF INVITATION TO BID CITY OF BLOOMINGTON, ILLINOIS

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until Monday, April 24, 2017, at 1:30 PM CST, at which time they will be publicly opened and read for the following: FY2018 UTILITY MAINTENANCE, Bid No. 2018-02; FY2018 EMERGENCY UTILITY REPAIR, Bid No. 2018-03; FY2018 TRAFFIC SIGNAL MAINTENANCE, Bid No. 2018-04; FY2018 GRADING & SEEDING, Bid No. 2018-05; FY2018 STREETS, ALLEY, & SIDEWALK MAINTENANCE, Bid No. 2017-06. This project consist of the following major work items: Cement Mason - Various Hrs.; Laborer - Various Hrs.; Operating Engineer - Various Hrs.; Plumber - Various Hrs.; Truck Driver - Various Hrs.; Inquiries as to the requirements of the specifications will be addressed at the Pre-Bid Conference, to be held on Tuesday, April 18, 2017, at 1:30 PM in the Public Works Conference Room, located on the 3rd Floor of the Government Center, 115 East Wash-

Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

And

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

20877101

CITY OF BLOOMINGTON PUBLIC HEARING NOTICE

Public Notice is hereby given that the Planning Commission will hold a public hearing on Wednesday April 26, 2017 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a request for an Annexation Agreement, Annexation and Rezoning submitted by Vale Community Church for property located south of Ireland Grove Rd., and east of Brookridge Estates, 1st Addition, consisting of approximately containing 35.16 acres, more or less for Tract 1 and 1.15 acres, more or less for Tract 2.

LEGAL DESCRIPTION: Exhibit A

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said

20882834

**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE**

Public Notice is hereby given that the Bloomington City Council will hold a public hearing on Monday, May 22, 2017 at 7:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a request for an Annexation Agreement submitted by Vale Community Church for property located south of Ireland Grove Rd., and east of Brookridge Estates, 1st Addition, consisting of approximately containing 35.16 acres, more or less for Tract 1 and 1.15 acres, more or less for Tract 2.

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Public Notices

Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.
And

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shanessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson

City Clerk

Published in the Pantagraph:
May 5, 2017

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
APRIL 26, 2017**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-12-17	36.31 acres south of Ireland Grove Rd, east of Brookstone Cir.	Annexation Agreement	Katie Simpson, City Planner
Z-13-17	36.31 acres south of Ireland Grove Rd, east of Brookstone Cir, rezone 35.16 acres.	Annexation and Rezoning	
PETITIONER'S REQUEST:	The petitioner, Vale Church, would like to enter into an agreement to annex and rezone a plot of land located south of Irleand Grove Rd, east of Brookstone Cir. Directly following council approval of the agreement, the petitioner would like to annex into the City of Bloomington with the intention of developing the land for a new church.		
Staff finds that the petition meet the Zoning Ordinance's map amendment guidelines for annexation and rezoning outlined in Chapter 8.5 Section 203d.			

STAFF RECOMMENDATION: Approval

Staff recommends the Planning Commission pass the following motions recommending:

- A. That City Council **approve** the *annexation agreement* for 36.13 acres south of Ireland Grove Rd, east of Brookstone Cir. (case Z-12-17); and,
- B. That City Council **approve** the *annexation* of 36.31 acres south of Ireland Grove Rd, east of Brookstone Cir and the *rezoning* of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions (case Z-13-17).

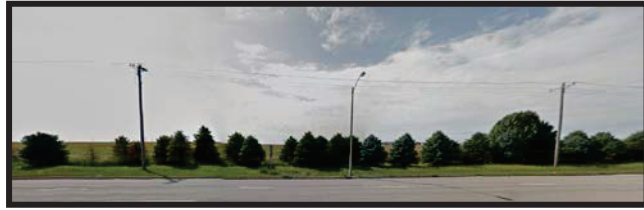


NOTICE

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on April 10, 2017.

GENERAL INFORMATION

Owner and Applicant: Vale Church



PROPERTY INFORMATION

PIN: 21-04-308-001

Existing Zoning: R-1 (County), Agriculture (County)

Existing Land Use: vacant

Property size: Tract 1: 35.16 acres;

Tract 2 (Ireland Grove Rd) 1.15 acres)

Legal Description: See attachments

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single Family Residential

North: R-1, residential (unincorporated)

South: A, agriculture (unincorporated)

Southwest: R-3B, Multi-family residential

East: A, Agriculture (unincorporated)

West: R-1C, Single Family Residential

Land Uses

North: Single family homes

North: Single family home

South: Vacant; utility easement/future constitution trail

Southwest: Apartments/Condos

East: Vacant (Airport noise overlay)

West: Single family homes, detention basin

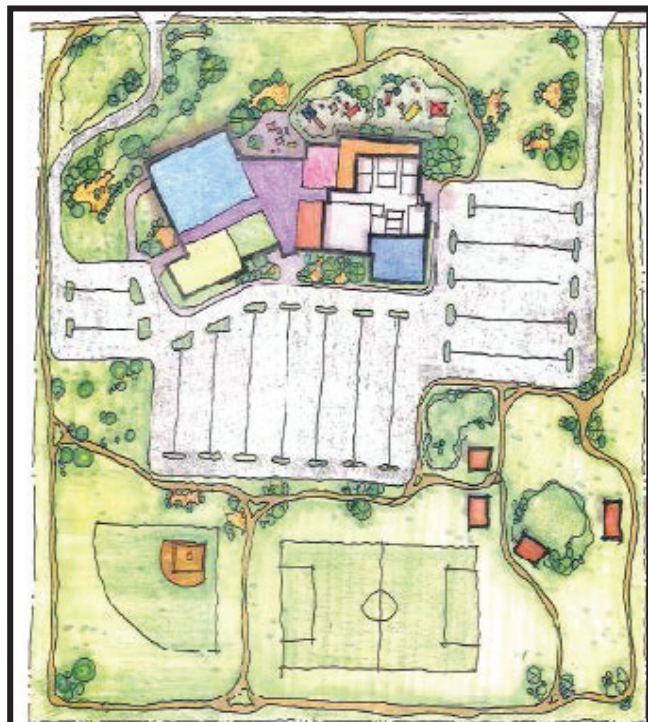
Analysis

This report is based on the following documents, which are on file with the Community Development Department:

1. Annexation Agreement
2. Petition for Zoning Map Amendment
3. Petition for Annexation
4. Aerial photographs
5. Zoning Map
6. Site visit

PROJECT DESCRIPTION

Background: Vale Church, the petitioner, is currently located at the corner of Lafayette Street and Morrissey Dr. In 2013, they had an average attendance of 400 people at two gatherings. In addition to religious gatherings, the Church provides a number of philanthropic benefits to the community, including partnering with



Home Sweet Home's Bread For Life Food Co-op and youth activities. Additionally, churches are an asset for communities because they strengthen social relationships, provide a network of services and improve bridging and bonding social capital for their members.

Vale's congregation is growing to over 1600 members and the petitioners would like to build a new facility located on Ireland Grove Road (subject property). The land needed for their project is located outside of the City limits, in the county. However City water and sewer are within 300 ft of the development. In order for the project to tap-on to City utilities, it needs to annex into the City. The petitioners are requesting to annex into the City of Bloomington. Staff and the petitioner's attorney have been working towards an annexation agreement and the planning commission is tasked with reviewing the agreement and the proposed rezoning, S-2 public lands and institutions, outlined in that agreement.

Project Description: The subject property is approximately 36 acres. It is comprised of two tracts, tract 1 is 35.16 acres and will be developed as Vale Church if annexed. Tract 2 is 1.15 acres of Ireland Grove Rd and required to be annexed by Illinois State Statute. The petitioner is requesting to rezone the 35.16 acres from A, Agriculture (the default zoning designation for annexation as per Chapter 8.5) to S-2, Public Lands and Institutions which contemplates governmental, private and nonprofit uses directed at providing a service to the public. Churches and schools are permitted by right. A list of permitted uses is attached to this report.

The subject property is bordered by residential on the north and west. The land to the south is not annexed into the City and a utility easement with pole runs along the south side of the property. This land is planned to be developed as an extension of the Constitution Trail. The development of this site is intended to occur in stages. The first stage is planned to occur on 12.3 acres and involves the construction of the congregation and parking. The second phase would involve expanding along Ireland Grove Rd. At the moment the rear portion of the property is intended to be developed for outdoor recreation. Water mains are available along Ireland Grove Rd and sanitary sewer will need to be extended from the north Right-of-Way across Ireland Grove Rd.

Link to Comprehensive Plan:

Fostering social interaction is highlighted throughout the City of Bloomington Comprehensive Plan. Churches are critical for building social capital within a community. Additionally the Plan identifies "creating a sustainable environment where the ongoing investment in property is supported by public investments in schools and parks; opportunities for social interaction; accessibility for pedestrians, bicyclists and vehicles" as a goal.

The proposed annexation and rezoning aligns with the following objectives:

- N-3 Improve Communication between the City, citizens, and neighborhood organizations to foster teamwork and community spirit.
- Tier 2-Infill development priority (Land immediately adjacent to the City's incorporated area with access to all City services.

FINDINGS OF FACT

Findings of Fact: Pursuant to Chapter 8.5 Section 203(d) of the City's Code "The Planning Commission shall consider the amendment to the Official Zoning Map for the City of Bloomington, McLean County and shall recommend the adoption of such amendment unless the Commission finds that such amendment is not in the public or is solely for the benefit of the person requesting such amendment". In making such a finding the Planning Commission may consider:

1. *The suitability of the subject property for uses authorized by the existing zoning;* the property is currently zoned R-1 Residential (unincorporated) and A, Agriculture (unincorporated). The property is unincorporated and cannot be developed until it enters the City limits. Additionally, it abuts the airport noise contours, residential development will have higher regulations under this contour and will most likely not occur. The Comprehensive plan envisions development to the east as "commercial activity center." The proposed use and zoning provides a buffer between existing residential potential business.
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area;* this is a Greenfield site and has never been developed. It is a Tier 2 development priority in the Comprehensive Plan because utilities and city services are available.
3. *The suitability of the subject property for uses authorized in the proposed zoning;* S-2 will provide a buffer between the existing residential and the commercial development envisioned by the comprehensive plan.
4. *The existing land uses of nearby property;* the proposed zoning complements the surrounding land uses, the proposed use of church also complements the residential homes nearby. It is lower impact and provides a suitable transition between residential and future development.
5. *Existing zoning of nearby property, 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 proposed use, church, will complement the residential districts. The subject property abuts future constitution trail to the south and the uses contemplated in the S-2 district are compatible with the recreational function of the trail.
6. *The extent to which adequate streets connected to the arterial street system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning district;* Ireland Grove Rd is designed as an arterial street and can handle the capacity of this development. The proposed use will also hours that differ from the existing peak traffic hours for Ireland Grove Rd. The entrance to the development aligns with other street connections, land has also been reserved for a future road, if necessary, to provide access to the rear portion of the subject property.

7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and whether the development of the subject property for uses permitted in the proposed zoning classification would have a substantial detrimental effect on the drainage patterns in the area; One site detention will be provided. The future plans of the development also show park area and a large amount of green space which will have a positive impact on water flow and drainage.*
8. *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 supplied to serve the uses permitted in the proposed zoning classification; and services are existing and adequate.*
9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article 2.00 of the Bloomington City Code-1960, including the following specific purposes:*
 - a. *To conserve and protect the taxable value of land and structures;*
 - b. *To protect the air, water, and land resources within the City from the hazards of pollution and misuse;*
 - c. *To protect land and structures from natural hazards; including flooding and erosion;*
 - d. *To preserve and protect historic locations, structures and groups*
 - e. *To preserve and protect and encourage the development of structures, groups of structures, and neighborhoods of distinctive architectural character and appearance;*
 - f. *To provide for the orderly and functional arrangement of land uses and structures;*
 - g. *To establish standards for the orderly development or redevelopment of geographic areas within the City;*
 - h. *To secure for the public locations for housing, employment, shopping, education, and recreation that are adequate in terms of health, safety, convenience and number;*
 - i. *To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;*
 - j. *To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;*
 - k. *To permit public involvement in the planning of private land uses which have the potential for significant impact on the use of enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and*
 - l. *To promote the Official Comprehensive Plan adopted by the City of Bloomington.*

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass the following motions recommending:

Agenda Items:

A, Z-12-17, Annexation Agreement
B, Z-13-17, Annexation and Rezoning to S-2, Public Lands and Institutions

- A. That City Council **approve** the *annexation agreement* for 36.13 acres south of Ireland Grove Rd, east of Brookstone Cir. (case Z-12-17); and,
- B. That City Council **approve** the *annexation* of 36.31 acres south of Ireland Grove Rd, east of Brookstone Cir and the *rezoning* of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions (case Z-13-17).

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

- Draft Annexation Agreement, Exhibit A “Legal Description”, Exhibit B “concept plan”
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the S-2 District
- Annexation Petition and Supporting Materials
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

**DRAFT MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, APRIL 26, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. J. Balmer, Mr. Ryan Scritchlow, Mr. Kevin Suess, Mr. John Protzman, Ms. Megan Headean, Mr. Justin Boyd, Chairman David Stanczak

MEMBERS ABSENT: Ms. Nicole Chlebek, Mr. James Pearson, Mr. Eric Penn

OTHERS PRESENT: Mr. Tom Dabareiner, Director of Community Development; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Kevin Kothe, City Engineer

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:00 PM

ROLL CALL: Mr. Dabareiner called the roll. With seven members in attendance, a quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the March 22, 2016 minutes. Several corrections were made on the spelling of names. Mr. Scritchlow moved to approve the minutes with stated corrections; Mr. Protzman seconded the motion, which was passed by a voice vote.

REGULAR AGENDA:

Z-12-17 Public hearing, review and action on the *annexation agreement* submitted by Vale Church for 36.31 acres south of Ireland Grove Rd, east of Brookstone Circle

Chairman Stanczak introduced the case and the following case and proposed that the two regular agenda items be considered at the same time because they deal with the same properties. He stated the Commission would take separate votes on each item at the close of the public hearing.

Ms. Simpson presented staff's report and explained staff recommends favorably on both cases. Ms. Simpson noted Vale Church has a property in the City but needs to accommodate its growing congregation so is seeking more land. She stated, the development would be phased and located along Ireland Grove Road. She provided an aerial view of proposed church land, which is in a Tier 2 Development Priority area, meaning it is contiguous with services available but not yet incorporated. She noted the surrounding uses and the proposed extension of the Constitution Trail. She provided photos of the current vacant land. She stated the S-2 zoning provides a nice transition from the residential areas west to the airport impacted area to the east.

She described the project's phasing along with access considerations for the property to the south. The south property, also owned by Vale, could become a private park available for public use.

Regarding the standards, Ms. Simpson believes they are all met. She noted the different peak traffic times Vale Church has from a regular rush hour. Based on compliance with the standards, she recommended approval.

Ms. Simpson called attention to a marked up version of the Annexation Agreement and noted what text would remain in versus the text eliminated from the final draft. She endorsed adoption of the Agreement.

Mr. Scritchlow asked if the airport had a height restriction here; Ms. Simpson stated there is and the developer would need to work with the airport and the FAA during construction for any structures in the airspace. Mr. Scritchlow asked if the future access to the south was just for the church; Ms. Simpson explained the road could connect to another road to the property's west.

Mr. John Pratt, 506 S. Vale, was sworn in. He is an attorney representing the petitioner. He introduced other members of Vale Church who were present. He noted the growth of the church has reached 1,800, an increase from 400 just a few years ago. They provide church services and civic activities. The church bought the property last year then, at the City's request, bought more land to provide adjacency to the bike trail. He praised City staff for their cooperation and support.

Ms. Balmer noted the strong growth and asked about projected growth. Daniel Cargasson, church trustee reiterated the information about the recent growth. He believes there is a limit to the proposed space and they expect the max out in a few years. He repeated that the southern lot would become a park for members and the general public. Mr. Balmer asked if the single access point would be sufficient. Mr. Cargasson stated they have help with traffic now but it is managed well.

Ryan Hobart, 43 Brookstone Circle, was sworn in. He spoke in favor, noting that the church came to his homeowners association to discuss the plans. He asked about the Annexation Agreement and whether the sidewalks will be built piecemeal, allowing a potential gap for walkers. He also asked about screening requirements near the residences. He noted that S-2 allows multifamily dwellings and was wondering about what process there is if other uses are considered.

Mr. Kothe noted the sidewalk obligation in the Agreement is to install by 2020 and expected the City will install the connecting sidewalk by then. He noted other areas of the City have sidewalk gaps and the City works steadily to fill those gaps. Ms. Simpson agreed that multifamily is an option under the zoning ordinance but the feasibility is very low.

Mr. Balmer noted that any further subdivision of the property would have to come before the Commission.

Mr. Paul Grammer, 9 Caledonia Court, was sworn in. He expressed concern about the access along the proposed property's west side and suggested it move to the property's east side. He asked about any buffer between the residential properties and the church property. Ms. Simpson stated it could turn into a street and noted the need for separate access to the south lot, rather than shared access, if it were along the east side. She reviewed the distance between the property line and any new street that might be built.

Mr. Grammer suggested the easement for the road might go in later after more discussion with the church.

Chairman Stanczak declared the annexation closed.

Mr. Protzman motioned to recommend the City Council approve Z-12-17 on the annexation agreement submitted by Vale Church for 36.31 acres south of Ireland Grove Rd, east of Brookstone Circle; seconded by Mr. Scritchlow. The following votes were cast: Mr. Protzman—yes, Mr. Scritchlow—yes, Mr. Balmer—yes, Mr. Suess—yes, Ms. Headean—yes, Mr. Boyd—yes, Chairman Stanczak—yes. Motion **approved** 7-0.

Z-13-17 Public hearing, review and action on the petition submitted by Vale Church requesting approval of the *annexation* of 36.31 acres south of Ireland Grove Rd, east of Brookstone Circle and on the petition requesting approval of the *rezoning* of the property located south of Ireland Grove Rd, east of Brookstone Circle, 35.16 acres, from A, Agriculture to S-2, Public Lands and Institutions

Mr. Scritchlow motioned to recommend the City Council approve Z-13-17 on the annexation and rezoning; seconded by Mr. Headean. The following votes were cast: Mr. Scritchlow—yes, Mr. Protzman—yes, Ms. Balmer—yes, Mr. Suess—yes, Mr. Protzman—yes, Mr. Boyd—yes, Chairman Stanczak—yes. Motion **approved** 7-0.

OLD BUSINESS:

None

NEW BUSINESS

None

ADJOURNMENT: Mr. Balmer moved to adjourn; seconded by Mr. Scritchlow, which passed unanimously by voice vote. The meeting was adjourned at 4:39 pm.

Respectfully,

Tom Dabareiner AICP
Community Development Director



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

April 13, 2017

Dear Property Owner or Resident:

The City of Bloomington Planning Commission will hold a public hearing on **Wednesday, April 26, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois** for a petition submitted by **Vale Community Church** requesting 1) approval of an annexation agreement with the City of Bloomington; 2) the annexation of property, approximately 40 acres south of Ireland Grove Road; and 2) the rezoning of the annexed property from R-1 (County) to S-2, Public Lands and Institutions. A legal description of the property is attached to this letter.

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested rezoning during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, ksimpson@cityblm.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Simpson", written over a horizontal line.

Katie Simpson
City Planner

Attachments:
Location Map
Legal Description of property

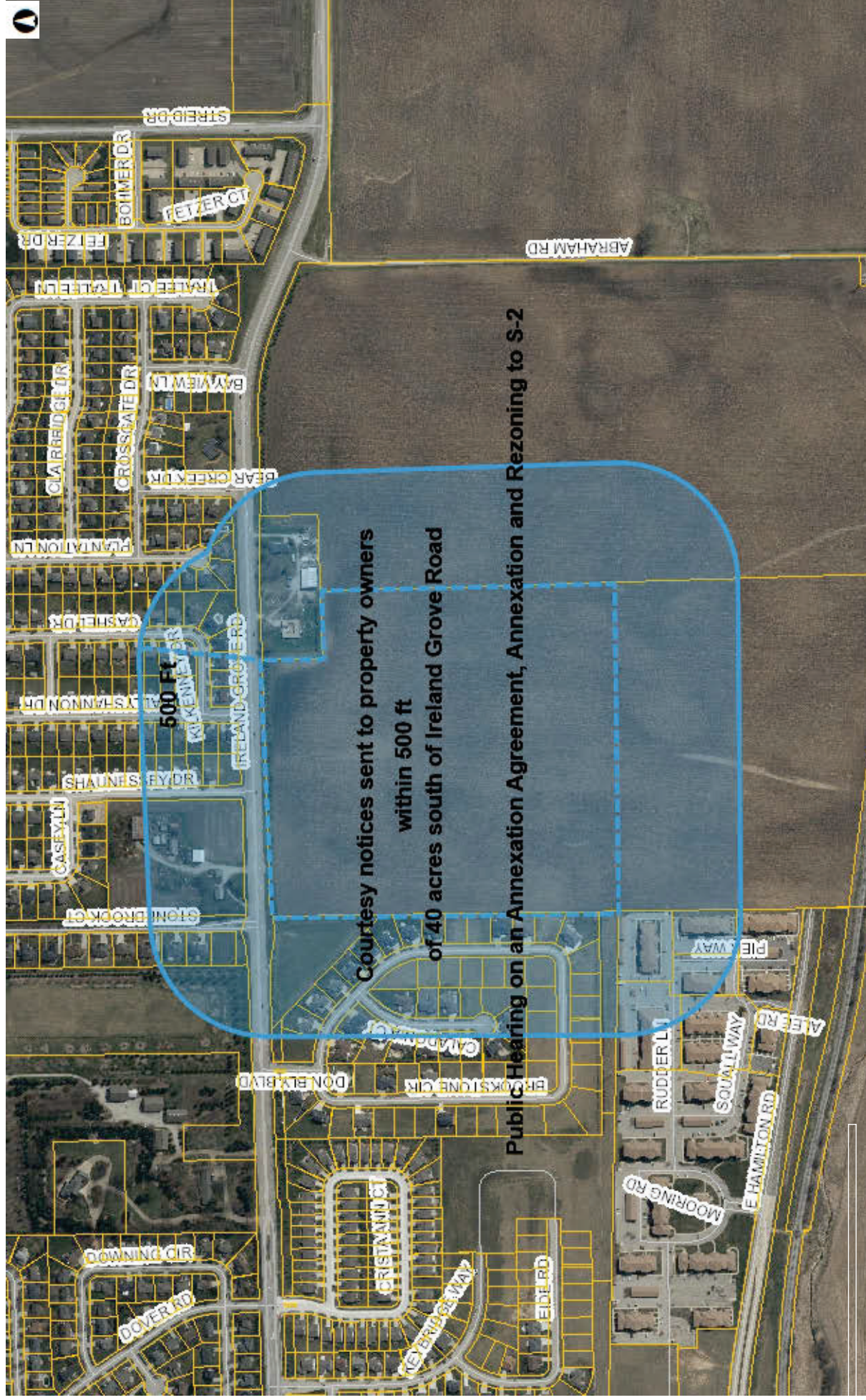


Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of $91^{\circ}-58'-39''$ with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of $87^{\circ}-09'-21''$ with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-17'-22''$ with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of $184^{\circ}-26'-15''$ with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of $188^{\circ}-52'-04''$ with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of $175^{\circ}-16'-04''$ with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of $177^{\circ}-08'-15''$ with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-25'-35''$ with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

HERSHEY GROVE LLC
1 BRICKYARD DR
BLOOMINGTON IL 61701

CHERI RAYMOND
1 PLANTATION
BLOOMINGTON IL 61704

SPENCER G & SHARON M MCDONALD
10 CALADONIA CT
BLOOMINGTON IL 61704

EARL PAPE
10 PLANTATION CT
BLOOMINGTON IL 61704

DANIEL MAXEDON
11 CALADONIA CT
BLOOMINGTON IL 61704

AMI HILEMAN
12 CALADONIA CT
BLOOMINGTON IL 61704

KELLY BEVER
13 CALADONIA COURT
BLOOMINGTON IL 61704

DAVID & MARIE BLASER
14 CALADONIA CT
BLOOMINGTON IL 61704

JASON MORRISON
1410 BALLYSHANNON DR
BLOOMINGTON IL 61704

RICHARD & SYLVIA JOHANSON
1501 Ballyshannon Dr
BLOOMINGTON IL 61704

GREGORY ZOELLER
1501 CASHEL DR
BLOOMINGTON IL 61704

KARTHIKKUMAR RAMASAMY
1502 BALLYSHANNON DR
BLOOMINGTON IL 61704

ROBERT SWENSON
1502 CASHEL DR
BLOOMINGTON IL 61704

JEFFREY RITTER
1502 Shaunessey Dr
BLOOMINGTON IL 61704

RONDA HEIDECKER
1503 BALLYSHANNON DR
BLOOMINGTON IL 61704

JOSEPH FERNANDES
1503 CASHEL DR
BLOOMINGTON IL 61704

BRIAN SPAULDING
1504 BALLYSHANNON
BLOOMINGTON IL 61704

ALUN & JENNIFER L HARRIS
1504 CASHEL DR
BLOOMINGTON IL 61704

PRAVEEN DAS
1504 SHAUNESSEY DR
BLOOMINGTON IL 61704

JEFF & JENNIFER SPEIRER
1505 BALLYSHANNON DR
BLOOMINGTON IL 61704

RANDY MALINOWSKI
1505 CASHEL DR
BLOOMINGTON IL 61704

MICHAEL HARBAUGH
1506 BALLYSHANNON DR
BLOOMINGTON IL 61704

SCOTT LACEY
1506 CASHEL DR
BLOOMINGTON IL 61704

KRISHNA & VANDANA DEENADAYAL
BALATHANDAPPANI
1506 SHAUNESSEY DR
BLOOMINGTON IL 61704

MICHELLE WASHINGTON
1507 BALLYSHANNON DR
BLOOMINGTON IL 61704

ESSIE MAXWELL
1507 BEAR CREEK DR
BLOOMINGTON IL 61704

MICHAEL COLEMAN
1507 CASHEL DR
BLOOMINGTON IL 61704

KEVIN ALCOZAR
1508 CASHEL DR
BLOOMINGTON IL 61704

CHAD & JENNIFER BAEHR
1508 SHAUNESSEY DR
BLOOMINGTON IL 61704

CARLOS MIRANDA
1509 BALLYSHANNON DR
BLOOMINGTON IL 61704

LISA CORWIN
1510 CASHEL DR
BLOOMINGTON IL 61704

EMILY & TIMOTHY HEINTZMAN
1510 SHAUNESSEY DR
BLOOMINGTON IL 61704

ALVIN BARNES
1511 BALLYSHANNON DR
BLOOMINGTON IL 61704

RICHARD F & PATRICIA L WILSON
19556 BRIAR DR
BLOOMINGTON IL 61705

JOSH MAST
2 CALADONIA COURT
BLOOMINGTON IL 61704

Attn: Trust No. H-303 First State Bank
of Bloomington
204 N Prospect Rd
BLOOMINGTON IL 61704

BJ ARMSTRONG INC
2401 E EMPIRE ST STE B
BLOOMINGTON IL 61704

% WILLIAM HUNDMAN MCLT SB-1000
2401 E WASHINGTON, SUITE A
BLOOMINGTON IL 61704

CHANDRAKANT S FALGUNI C PATEL
3 CALADONIA CT
BLOOMINGTON IL 61704

THERESA FRENCH
3 PLANTATION CT
BLOOMINGTON IL 61704

FRANKE CONSTRUCTION
PARTNERSHIP LLC
303 N WILLIAMSBURG
BLOOMINGTON IL 61704

SRINIVASAN KANNAN
3101 KILKENNY DR
BLOOMINGTON IL 61704

GOPINATHAN PARAMBIL
3103 KILKENNEY
BLOOMINGTON IL 61704

MADHAVA RAO & JYOTHI MUTHUM
3105 KILKENNY DR
BLOOMINGTON IL 61704

CARL JR AND KATHLEEN A GRAF
3202 IRELAND GROVE RD
BLOOMINGTON IL 61704

DENNIS L & MELISSA K DOSS
3301 IRELAND GROVE RD
BLOOMINGTON IL 61704

RYAN AND MICHELLE HOBART
43 BROOKSTONE
BLOOMINGTON IL 61704

DONALD POND
47 BROOKSTONE CIR
BLOOMINGTON IL 61704

RONALD PARIDO
49 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

DAVID WEAVER
5 CALADONIA COURT
BLOOMINGTON IL 61704

GINA RUSSELL
5 PLANTATION CT
BLOOMINGTON IL 61704

DARWIN F & SHIRLEY J RUST
55 BROOKSTONE CIR
BLOOMINGTON IL 61704

DARWIN RUST
55 BROOKSTONE CIRCLE
BLOOMINGTON IL 61705

DON & JANE UNDERWOOD
57 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

ANDREW PAUL DUNLAP
59 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

JAMES & SHARON JAEGER
6 CALADONIA CT
BLOOMINGTON IL 61704

MATTHEW SIEMER
61 BROOKSTONE CIR
BLOOMINGTON IL 61704

LAMONT & BUENOLA TYLER
61 STONEBROOK CT
BLOOMINGTON IL 61704

JAMES HANCOCK
63 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

WILLIAM NOVAK
63 STONEBROOK CT
BLOOMINGTON IL 61704

LAWRENCE REECE
65 BROOKSTONE CIR
BLOOMINGTON IL 61704

TIMOTHY ROLFS
65 STONEBROOK CT
BLOOMINGTON IL 61704

STEPHEN & BEVERLY VIRGIL
66 BROOKSTONE CIR
BLOOMINGTON IL 61704

SHELLEY REEVES
67 BROOKSTONE CIR
BLOOMINGTON IL 61704

WILLIAM J & ANNA RINALDI-MILES
MILES
69 BROOKSTONE CIR
BLOOMINGTON IL 61704

MARK THOENNES
7 CALADONIA CT
BLOOMINGTON IL 61704

RAFAL & AGNIESZKA ROSINSKI
7 PLANTATION CT
BLOOMINGTON IL 61704

MILTON & DONNA GUZMAN
70 BROOKSTONE CIR
BLOOMINGTON IL 61704

SCOTT ROGGENBUCK
8 CALADONIA CT
BLOOMINGTON IL 61704

BRIAN CIASNOCHA
8 PLANTATION
BLOOMINGTON IL 61704

PAUL C & CAROL L GRAMMER
9 CALADONIA CT
BLOOMINGTON IL 61704

HERSHEY GROVE LLC
P O BOX 1546
BLOOMINGTON IL 61702

MERCER T TURNER LAND TRUST MT
1912 TRUSTEE
Po Box 3064
BLOOMINGTON IL 61702



REGULAR AGENDA ITEM NO. 9A

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of adoption of an Ordinance approving an Annexation Agreement submitted by Vale Church for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle.

RECOMMENDATION/MOTION: Adopt an Ordinance approving an Annexation Agreement submitted by Vale Church for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle, and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: d. appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Pursuant to the City Code, a public hearing was held on this agreement by the Planning Commission on April 26, 2017. In addition to reviewing the agreement, the Planning Commission held a hearing on the proposed zoning district, S-2, requested in the agreement. Notice for the aforementioned public hearing was published in the Pantagraph on April 10, 2017. A second public hearing on the agreement occurred on May 22, 2017 before the City Council.

The petitioner, Vale Church, acquired the land to construct a new facility. Churches are a critical asset for communities because they strengthen social relationships, provide a network of services and resources, and improve bridging and bonding social capital for their membership. Vale Church's new facility will allow them to serve their 1600 members.

The subject property is 36.13 acres located south of Ireland Grove Rd and east of Brookstone Circle. The site is unincorporated but adjacent to the City limits. Sewer and water are available but sewer will need to be constructed under Ireland Grove Rd to serve the development. The south side of the property abuts a utility easement and the future constitution trail. The property touches residential districts to the north and west. The easterly land is unincorporated but located within the airport noise contours. It is highly unlikely that it would be developed for residential and the Comprehensive Plan identifies this land as being developed for business. The proposed church facility provides a clean transition from residential to business. The petitioner is requesting the land be rezoned to S-2, Public Lands and Institutions.

The annexation agreement outlines developer obligations including sewer, water and detention requirements. The agreement outlines and establishes deadlines for the developer's obligation to construct sidewalk along Ireland Grove Rd. The agreement also includes a dormant special services area over the property, to provide for on-site public improvements and expenses related to said improvements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This case was before the Planning Commission for a public hearing and review on April 26, 2017. One citizen, outside of the applicant spoke in favor of the agreement. One citizen spoke in opposition of the agreement. The Planning Commission recommended approval by a 7-0 vote. This recommendation is consistent with staff's position. Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 73 property owners within 500 feet. A sign alerting to the public hearing was also placed on the subject property. The petitioner submitted an affidavit attesting that the following entities were notified prior to the Planning Commission and City Council Hearings: Bloomington Township, Bloomington Airport Authority, McLean County Unit District #5, Bloomington School District #87, and Bloomington Township Fire Protection District.

FINANCIAL IMPACT: The developer will be required to pay tap-on fees for sewer and water, and will provide on-site detention. The developer is also responsible for building sidewalk along Ireland Grove Rd for the frontage of the property. The agreement designates a dormant special services area for the property in the event that future public improvements are needed.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: Fostering social interaction is highlighted throughout the City of Bloomington Comprehensive Plan. Churches are critical for building social capital within a community. Additionally the Plan identifies "creating a sustainable environment where the ongoing investment in property is supported by public investments in schools and parks; opportunities for social interaction; accessibility for pedestrians, bicyclists and vehicles" as a goal. The proposed annexation is a Tier 2-Infill development priority (Land immediately adjacent to the City's incorporated area with access to all City services.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, AICP, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales

City Manager

Attachments:

- Ordinance approving an annexation agreement for approximately 36.13 acres located south of Ireland Grove Rd and east of Brookstone Circle.
 - Exhibit A. Annexation Agreement
 - Exhibit B. Legal Description
 - Exhibit C. Annexation Plat
- See other agenda items from Public Hearing Council Memo for Vale Church

ORDINANCE NO. 2017 - _____

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR THE
PROPERTY SOUTH OF IRELAND GROVE ROAD AND EAST OF BROOKSTONE
CIRCLE (APPROXIMATELY 36.13 ACRES) TO THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS**

WHEREAS, there has heretofore been proposed a certain Annexation Agreement between the City of Bloomington and Vale Church, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and,

WHEREAS, the Planning Commission of the City of Bloomington, after proper notice was given and published on April 10, 2017 in the Pantagraph, conducted a Public Hearing on said Annexation Agreement for the premises described in Exhibit's B and C (hereinafter, "the premises"); and

WHEREAS, following said public hearing, the Planning Commission concluded the said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois and recommended approval of said Annexation Agreement by the City Council; and

WHEREAS, the Planning Commission has determined that the rezoning of the premises as provided in said Agreement follows the comprehensive plan and is appropriate; and

WHEREAS, the City Council, after proper notice was published on May 5, 2017 in the Pantagraph, conducted a public hearing on the Annexation Agreement; and

WHEREAS, the City Council believe the adoption and execution of the Annexation Agreement is in the best interests of the City and the City Council has the power to pass this Ordinance.

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

1. That the City Council of the City of Bloomington, Illinois, determines that the territory of the premises is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington;
2. That the Annexation Agreement, hereinabove referred to and hereto attached is incorporated into this Ordinance and is hereby approved, ratified and affirmed and shall be executed by the Mayor and attested to by the City Clerk;
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Jeffrey R. Jurgens
Corporate Counsel

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as "City" and Vale Community Church, an Illinois not for profit corporation having its principal office in Bloomington, Illinois hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned S-2 Public Lands and Institutions District upon annexation to the City; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit "A" to the City's corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit "A" to the City of Bloomington.

3. ZONING, CONCEPT PLAN APPROVAL AND SUBDIVISION.

A. Zoning. City agrees to rezone the property to S-2 Public Lands and Institutions District subsequent to any public hearings required by the City Code.

B. Concept Plan Acceptance. City has accepted a Concept Plan for the premises, a copy of the Concept Plan is attached hereto and incorporated herein as Exhibit B. The Concept Plan shall serve as a general guide to both parties of this agreement regarding the projected phased development of the property.

4. DEVELOPMENT OBLIGATIONS.

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

A. Sanitary Sewer. Owner shall pay a tap on fee to the City to connect to the City's sanitary sewer at the rates set forth in Exhibit C attached hereto and incorporated herein. Tap on fees shall be paid prior to the release of the final plat per Chapter 24, Section 3.5-1c and shall be based on the platted lot to be improved upon.

B. Water. Owner shall pay \$126.36 per linear foot of frontage on Ireland Grove Road for water main tap on fees. Tap on fees shall be paid prior to the release of the final plat per Chapter 24, Section 3.5-1c and shall be based on the platted lot to be improved upon.

C. Stormwater Detention. Owner shall provide onsite detention or pay a fee-in-lieu for storm water detention pursuant to the City Code in place at the time of annexation.

D. Annexation Fee. Owner shall not be subject to the annexation fees established in Chapter 8.5 Section 205 of the City Code, unless the premises in the S-2 District is sold or leased by Owner, in which case annexation fees shall be paid on a square footage basis at the time of the execution of such sale or lease.

E. Parkland Dedication. Owner's intended use of the property for religious purposes is not subject to Parkland Dedication. If the Owner's use changes and the premises are developed for residential purposes or other purposes requiring parkland dedication as per City Code, then a parkland dedication shall be determined at such time of development. If appropriate, the Bloomington Parks and Recreation Department may accept a fee-in-lieu of dedication and said fee shall be determined pursuant to City Code.

F. Substandard Road Improvements. Owner shall construct a five (5) foot wide (minimum width) sidewalk for the annexed property along the south side of Ireland Grove Road. The sidewalk shall be constructed on or before September 30, 2018 for the annexed property that is included in the first phase of the project as depicted in the Concept Plan. The sidewalk shall be constructed for the remainder of the annexed property on or before September 30, 2020, provided that a sidewalk has been constructed along the south side of Ireland Grove Road on the

property immediately to the west of the annexed property. In the event that the sidewalk on the property immediately to the west of the annexed property is not completed by September 30, 2020, then Owner shall construct the sidewalk on the remainder of the annexed property at such time as a sidewalk has been constructed along the south side of Ireland Grove Road on the property immediately to the west of the annexed property.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

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

For the Owner:
John L. Pratt, Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. DORMANT SPECIAL SERVICE AREA

1. A dormant special service area will be established over the Property, with the cooperation and participation of the Owner, to provide for the on-site public improvements for the Property, as well as to pay for the costs and expenses directly or indirectly related in any way to the on-site public improvements, including, without limitation:
 - a. construction, installation, repair, or maintenance of the on-site public improvements in the event that the Owner is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
 - b. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
 - c. direct and indirect administrative expenses;
 - d. payment of public liability insurance premiums; or
 - e. reimbursement to the City for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.
2. The Owner will pay for all costs incurred by the City in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the City establishing the special service area as well as reimbursement to the City for any and all costs and expenses incurred by the City.² The City will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:
 - a. failure of the Owner for any reason to complete such public improvements;
 - b. inadequacy of the performance security established by the Owner as required by this Annexation Agreement; or

- c. failure or refusal by the bank to fulfill or otherwise honor the performance security established by the Owner as required by this Annexation Agreement.
- 3. By purchasing a lot in the Property, each purchaser of a lot, for himself or herself and his or her respective successors in title, forever waives any right to challenge the assessment or collection of a tax or assessment imposed by the City against the lot pursuant to a special service area established in accordance with this §11, provided such special service area is not amended in any way that requires a new public hearing.
- 4. The Declaration of Covenants for all lots in the Property will include similar language regarding the establishment of the special service areas.
- 5. Nothing in this §11 will prevent the Owner or any individual lot Owner from exercising his or her statutory right to object to the establishment or amendment of the Dormant Special Service Area.
- 6. Upon the City's formal acceptance of the on-site public improvements for the Property and the expiration of any maintenance guarantee period, as provided in §11 of this Annexation Agreement, the City will take all reasonable actions to have the Dormant Special Service Area dissolved. In no event will the City seek the extension of the special service area tax after it has formally accepted the on-site public improvements for the Property and the expiration of any maintenance guarantee period.

12. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in

this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that it has the full and

complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

EXECUTED and ADOPTED this ____ day of _____, 2017, at Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

By: _____
City Clerk

VALE COMMUNITY CHURCH (“OWNER”)

By: _____
Ted Max, Lead Pastor

Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunsessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

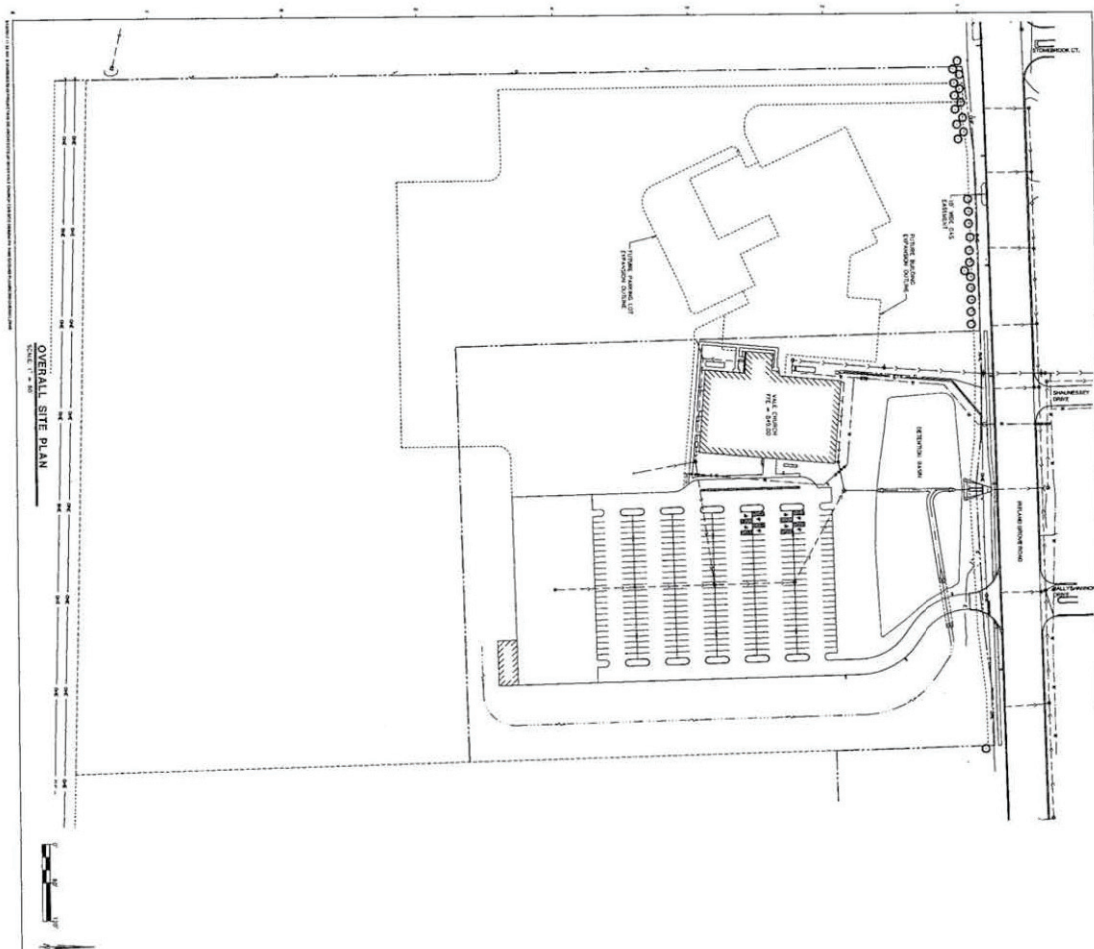


Exhibit B

Exhibit C

Annexation Agreement - Vale Community Church

Sanitary Sewer Rates per Section 4.A.

<u>Sewer*</u>	<u>Principal/Unit</u>	<u>Date of Sewer Construction</u>
White Eagle Outfall Sewer	\$435.00/AC	August, 1996
Ireland Grove Road Outfall Sewer	\$190.00/AC	December, 1976
SE Pump Station and East Side Interceptor	\$450.00/AC	September 1964

*Rates will be adjusted at the time of connection for either 6% interest or the CPI from the date of sewer construction, whichever is less.

Exhibit A

Legal Description

Tract 1:

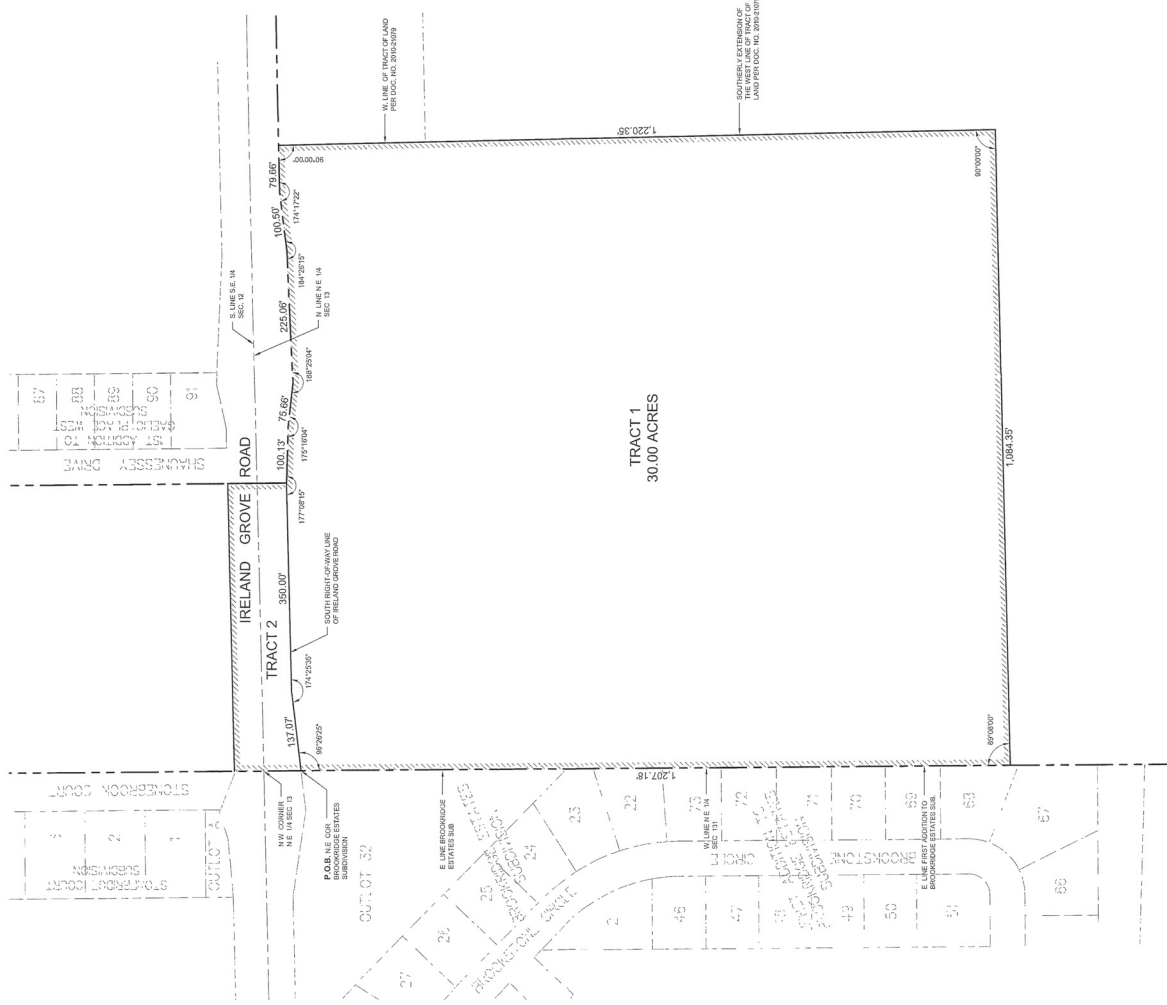
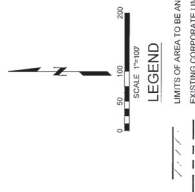
A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of $91^{\circ}-58'-39''$ with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of $87^{\circ}-09'-21''$ with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-17'-22''$ with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of $184^{\circ}-26'-15''$ with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of $188^{\circ}-52'-04''$ with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of $175^{\circ}-16'-04''$ with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of $177^{\circ}-08'-15''$ with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-25'-35''$ with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

ANNEXATION PLAT

PART OF SE 1/4 SECTION 12 AND PART OF NE 1/4 SECTION 13, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
McLEAN COUNTY, ILLINOIS



Description of Property

This is a plat of tracts of land to be annexed to the City of Bloomington, Illinois, the Bloomington and Normal Water Reclamation District and the Bloomington-Normal Airport Authority. Said tracts are more particularly described as follows:

[illegible]

TRACT 1
30.00 ACRES

Fract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southernly Extension of the West Line of Shannessy Drive as delineated in the First Addition to Galice Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-115 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

3715
PROFESSIONAL
LAND SURVEYOR
STATE OF
ILLINOIS

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

DATE: 10-16-15
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 184-001856

BLOOMINGTON, ILLINOIS

Date:	10-16-15
Design/Drawn:	DJM
Reviewed:	-
Book No.:	- Field:
Project No.:	0151248.00

ANNEXATION PLAT

SHIFT NUMBER:

5

File No.:



REGULAR AGENDA ITEM NO. 9B

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of adoption of an Ordinance approving the Annexation for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle and the rezoning of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions.

RECOMMENDATION/MOTION: That an Ordinance approving the Annexation for approximately 36.13 acres south of Ireland Grove Road, east of Brookstone Circle and the Rezoning of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: d. appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The subject property is 36.13 acres located south of Ireland Grove Rd and east of Brookstone Circle. The site is unincorporated but adjacent to the City limits. Sewer and water are available but sewer will need to be constructed under Ireland Grove Rd to serve the development. The south side of the property abuts a utility easement and the future Constitution Trail. The property touches residential districts to the north and west. The easterly land is unincorporated but located within the airport noise contours. It is highly unlikely that it would be developed for residential and the Comprehensive Plan identifies this land as being developed for business.

The petitioner, Vale Church, acquired the land to construct a new facility. Their congregation currently serves over 1600 members. Churches are a critical asset for communities because they strengthen social relationships, provide a network of services and resources, and improve bridging and bonding social capital for their membership. The proposed church facility provides a clean transition from the residential district to the business district and serves as a buffer helping to mitigate impacts. The petitioner is requesting the land be rezoned to S-2, Public Lands and Institutions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This case was before the Planning Commission for a public hearing and review on April 26, 2017. One citizen, outside of the applicant spoke in favor of the annexation. One citizen spoke in opposition to the agreement. The Planning Commission recommended approval by a 7-0 vote. The Planning Commission determined the proposed zoning to be compatible with surrounding development and to meet the standards for amendment to the Official Zoning Map outlined in Chapter 8.5 Section 203 (d) of the City Code. This recommendation is consistent with staff's position. Public notice was

published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 73 property owners within 500 feet. A sign alerting to the public hearing was also placed on the subject property. The petitioner submitted an affidavit attesting that the following entities were notified prior to the Planning Commission and City Council Hearings: Bloomington Township, Bloomington Airport Authority, McLean County Unit District #5, Bloomington School District #87, and Bloomington Township Fire Protection District.

FINANCIAL IMPACT: The developer will be required to pay tap-on fees for sewer and water, and will provide on-site detention. The developer is also responsible for building sidewalk along Ireland Grove Rd for the frontage of the property. The agreement designates a dormant special services area for the property in the event that future public improvements are needed.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: Fostering social interaction is highlighted throughout the City of Bloomington Comprehensive Plan. Churches are critical for building social capital within a community. Additionally the Plan identifies “creating a sustainable environment where the ongoing investment in property is supported by public investments in schools and parks; opportunities for social interaction; accessibility for pedestrians, bicyclists and vehicles” as a goal. The proposed annexation is a Tier 2-Infill development priority (Land immediately adjacent to the City’s incorporated area with access to all City services).

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, AICP, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance for the Annexation and Rezoning to S-2, Public Lands and Institutions

- Exhibit “A” Annexation Agreement with Exhibits
 - Exhibit “B” Legal Description
 - Exhibit “C” Plat of Survey
- Annexation Petition
- Rezoning Petition
- List of Permitted Uses in the S-2 District
- Aerial map of subject property
- Planning Commission Report from 4.26.17
- Planning Commission Minutes from 4.26.17
- Mailing Sample
- Mailing List
- Certification of Publication-Pantagraph Newspaper

ORDINANCE NO. 2017 - _____

**AN ORDINANCE APPROVING THE ANNEXATION FOR THE PROPERTY SOUTH
OF IRELAND GROVE ROAD AND EAST OF BROOKSTONE CIRCLE
(APPROXIMATELY 36.13 ACRES) TO THE CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS AND THE REZONING OF 35.16 ACRES, TRACT 1, FROM A,
AGRICULTURE TO S-2, PUBLIC LANDS AND INSTITUTIONS**

WHEREAS, there has heretofore been entered into a certain Annexation Agreement between the City of Bloomington and Vale Church, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and,

WHEREAS, the Planning Commission of the City of Bloomington, after proper notice was given and published on April 10, 2017 in the Pantagraph, conducted a Public Hearing on said Annexation Agreement and Rezoning Tract 1 of the premises described in Exhibit B and C (hereinafter, "the premises"); and

WHEREAS, the Planning Commission has determined that said premises are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the State of Illinois, and that the Owner has given all notices required to be given by 65 ILCS 5/7-1-1; and

WHEREAS, following said public hearing, the Planning Commission considered the question of annexation and rezoning and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided, and said proposed rezoning follows the general comprehensive plan. The Planning Commission has further recommended approval of said Annexation and Rezoning; and

WHEREAS, the City Council is authorized to adopt this Ordinance and to annex and rezone said Premises described in Exhibits A, B, and C.

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

1. That the City Council of the City of Bloomington, Illinois, determines that the territory of described in the attached Exhibits B and C is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington;
2. That the Annexation Agreement, hereinabove referred to and hereto attached be and that same hereby is ratified, affirmed, and incorporated into this Ordinance;
3. That the property hereinabove described is by this Ordinance hereby annexed to and does by said Ordinance become part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.

4. That the premises described in Exhibits B and C, Tract 1, be hereby zoned as follows under Chapter 44 of the Bloomington City Code, to-wit: S-2, Public Lands and Institutions

5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Jeffrey R. Jurgens
Corporate Counsel

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as "City" and Vale Community Church, an Illinois not for profit corporation having its principal office in Bloomington, Illinois hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned S-2 Public Lands and Institutions District upon annexation to the City; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit "A" to the City's corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit "A" to the City of Bloomington.

3. ZONING, CONCEPT PLAN APPROVAL AND SUBDIVISION.

A. Zoning. City agrees to rezone the property to S-2 Public Lands and Institutions District subsequent to any public hearings required by the City Code.

B. Concept Plan Acceptance. City has accepted a Concept Plan for the premises, a copy of the Concept Plan is attached hereto and incorporated herein as Exhibit B. The Concept Plan shall serve as a general guide to both parties of this agreement regarding the projected phased development of the property.

4. DEVELOPMENT OBLIGATIONS.

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

A. Sanitary Sewer. Owner shall pay a tap on fee to the City to connect to the City's sanitary sewer at the rates set forth in Exhibit C attached hereto and incorporated herein. Tap on fees shall be paid prior to the release of the final plat per Chapter 24, Section 3.5-1c and shall be based on the platted lot to be improved upon.

B. Water. Owner shall pay \$126.36 per linear foot of frontage on Ireland Grove Road for water main tap on fees. Tap on fees shall be paid prior to the release of the final plat per Chapter 24, Section 3.5-1c and shall be based on the platted lot to be improved upon.

C. Stormwater Detention. Owner shall provide onsite detention or pay a fee-in-lieu for storm water detention pursuant to the City Code in place at the time of annexation.

D. Annexation Fee. Owner shall not be subject to the annexation fees established in Chapter 8.5 Section 205 of the City Code, unless the premises in the S-2 District is sold or leased by Owner, in which case annexation fees shall be paid on a square footage basis at the time of the execution of such sale or lease.

E. Parkland Dedication. Owner's intended use of the property for religious purposes is not subject to Parkland Dedication. If the Owner's use changes and the premises are developed for residential purposes or other purposes requiring parkland dedication as per City Code, then a parkland dedication shall be determined at such time of development. If appropriate, the Bloomington Parks and Recreation Department may accept a fee-in-lieu of dedication and said fee shall be determined pursuant to City Code.

F. Substandard Road Improvements. Owner shall construct a five (5) foot wide (minimum width) sidewalk for the annexed property along the south side of Ireland Grove Road. The sidewalk shall be constructed on or before September 30, 2018 for the annexed property that is included in the first phase of the project as depicted in the Concept Plan. The sidewalk shall be constructed for the remainder of the annexed property on or before September 30, 2020, provided that a sidewalk has been constructed along the south side of Ireland Grove Road on the

property immediately to the west of the annexed property. In the event that the sidewalk on the property immediately to the west of the annexed property is not completed by September 30, 2020, then Owner shall construct the sidewalk on the remainder of the annexed property at such time as a sidewalk has been constructed along the south side of Ireland Grove Road on the property immediately to the west of the annexed property.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

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

For the Owner:
John L. Pratt, Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. DORMANT SPECIAL SERVICE AREA

1. A dormant special service area will be established over the Property, with the cooperation and participation of the Owner, to provide for the on-site public improvements for the Property, as well as to pay for the costs and expenses directly or indirectly related in any way to the on-site public improvements, including, without limitation:
 - a. construction, installation, repair, or maintenance of the on-site public improvements in the event that the Owner is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
 - b. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
 - c. direct and indirect administrative expenses;
 - d. payment of public liability insurance premiums; or
 - e. reimbursement to the City for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.
2. The Owner will pay for all costs incurred by the City in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the City establishing the special service area as well as reimbursement to the City for any and all costs and expenses incurred by the City.² The City will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:
 - a. failure of the Owner for any reason to complete such public improvements;
 - b. inadequacy of the performance security established by the Owner as required by this Annexation Agreement; or

- c. failure or refusal by the bank to fulfill or otherwise honor the performance security established by the Owner as required by this Annexation Agreement.
- 3. By purchasing a lot in the Property, each purchaser of a lot, for himself or herself and his or her respective successors in title, forever waives any right to challenge the assessment or collection of a tax or assessment imposed by the City against the lot pursuant to a special service area established in accordance with this §11, provided such special service area is not amended in any way that requires a new public hearing.
- 4. The Declaration of Covenants for all lots in the Property will include similar language regarding the establishment of the special service areas.
- 5. Nothing in this §11 will prevent the Owner or any individual lot Owner from exercising his or her statutory right to object to the establishment or amendment of the Dormant Special Service Area.
- 6. Upon the City's formal acceptance of the on-site public improvements for the Property and the expiration of any maintenance guarantee period, as provided in §11 of this Annexation Agreement, the City will take all reasonable actions to have the Dormant Special Service Area dissolved. In no event will the City seek the extension of the special service area tax after it has formally accepted the on-site public improvements for the Property and the expiration of any maintenance guarantee period.

12. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in

this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the City (i) that they are the record and beneficial owners of fee simple title to the Property, (ii) except for a mortgage on the property, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that it has the full and

complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

EXECUTED and ADOPTED this ____ day of _____, 2017, at Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

By: _____
City Clerk

VALE COMMUNITY CHURCH (“OWNER”)

By: _____
Ted Max, Lead Pastor

Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

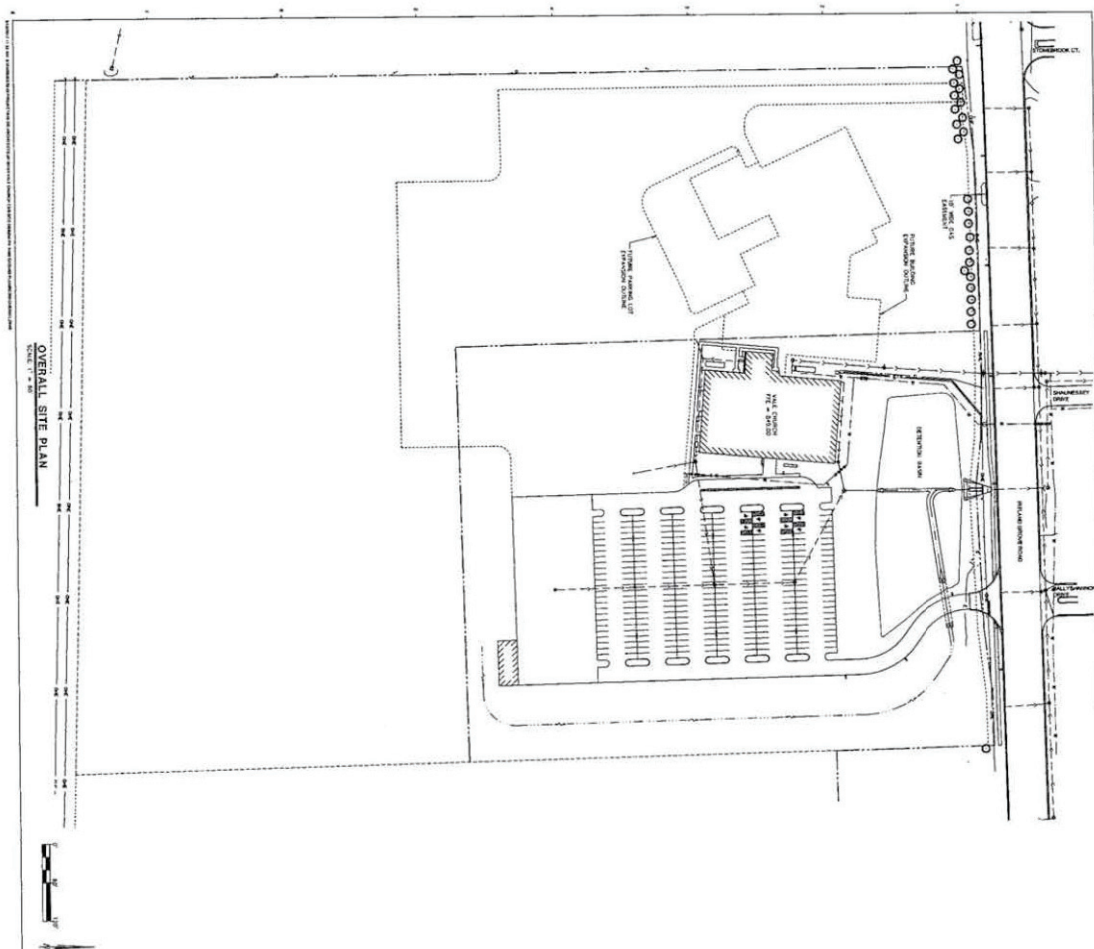


Exhibit B

C200

OVERALL SITE PLAN
VALE CHURCH
PHASE 1
3101 IRELAND GROVE RD
BLOOMINGTON, IL

BLDD
ARCHITECTS

Design Firm Registration

Printed by	_____
Exam by	_____
Marked by	_____

MW
Midwest Engineering
Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61631
309.222.8605
www.mweng.com

Mc Design Firm, Pao, Mo.
184-000-006

Exhibit C

Annexation Agreement - Vale Community Church

Sanitary Sewer Rates per Section 4.A.

<u>Sewer*</u>	<u>Principal/Unit</u>	<u>Date of Sewer Construction</u>
White Eagle Outfall Sewer	\$435.00/AC	August, 1996
Ireland Grove Road Outfall Sewer	\$190.00/AC	December, 1976
SE Pump Station and East Side Interceptor	\$450.00/AC	September 1964

*Rates will be adjusted at the time of connection for either 6% interest or the CPI from the date of sewer construction, whichever is less.

Exhibit A

Legal Description

Tract 1:

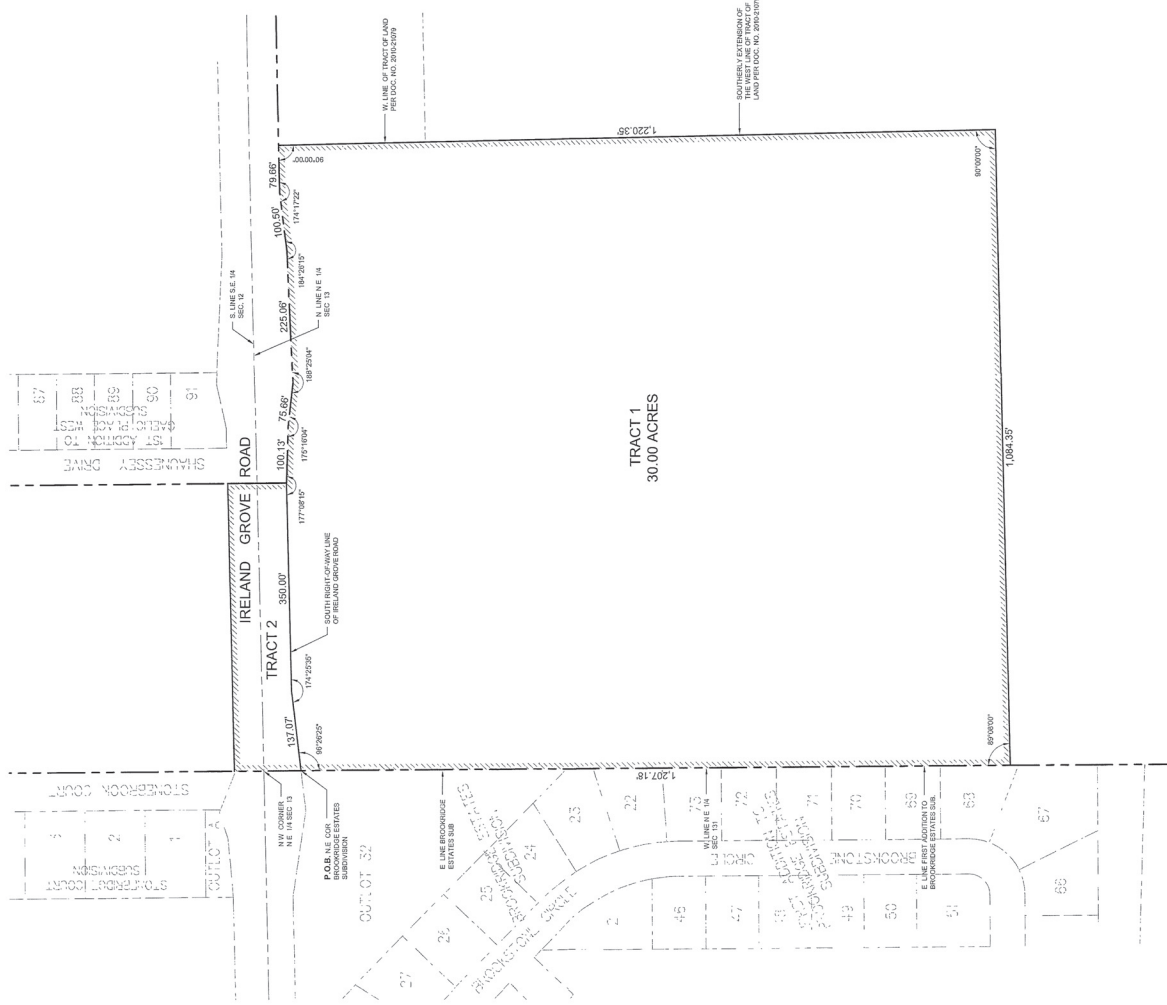
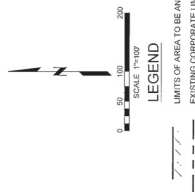
A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

ANNEXATION PLAT

PART OF SE 1/4 SECTION 12 AND PART OF NE 1/4 SECTION 13, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
McLEAN COUNTY, ILLINOIS



Description of Property

This is a plat of tracts of land to be annexed to the City of Bloomington, Illinois, the Bloomington and Normal Water Reclamation District and the Bloomington-Normal Airport Authority. Said tracts are more particularly described as follows:

[illegible]

TRACT 1
30.00 ACRES

Fract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southernly Extension of the West Line of Shannessy Drive as delineated in the First Addition to Galice Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-115 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

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

DATE: 10-16-15
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 194-001856

BLOOMINGTON, ILLINOIS

Date: 10/10/15

Design/Drawn: D.J.M.

Reviewed:

Book No.: - Field: -

Project No.: 0151248.00

ANNEXATION PLAT

SHIFT NUMBER:

5

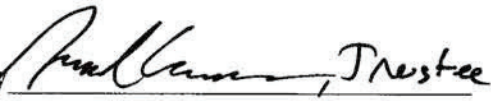
File No.:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A, which is attached hereto made and a part hereof by this reference;
2. That said premises presently have a zoning classification of A – Agriculture District under the provisions of the McLean County Zoning Ordinance;
3. That there is attached hereto and made a part hereof a proposed Annexation Agreement between said City and your petitioner, which provides for the annexation of the premises described in Exhibit A to said City;
4. That said Annexation Agreement provides that, upon annexation of said premises to said City, said premises would be zoned as follows under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended: S-2 Public Lands and Institutions District;
5. That your petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve said Annexation Agreement, annex said premises to said City and amend the Official Zoning Map of said City to reclassify said premises into the zoning district classification S-2 Public Lands and Institutions District;
6. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the zoning of said premises to the A-Agriculture District; and
7. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the zoning of said premises to the A-Agriculture District.

WHEREFORE, your petitioner respectfully prays that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises to S-2 Public Lands and Institutions District.

Respectfully submitted,

VALE COMMUNITY CHURCH

By  Trustee
Daniel Carcasson, Trustee

Prepared by:
John L. Pratt
Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302

Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of $91^{\circ}-58'-39''$ with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of $87^{\circ}-09'-21''$ with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-17'-22''$ with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of $184^{\circ}-26'-15''$ with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of $188^{\circ}-52'-04''$ with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of $175^{\circ}-16'-04''$ with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of $177^{\circ}-08'-15''$ with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-25'-35''$ with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

ORDINANCE NO. 2017-_____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY AS HEREINAFTER
DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

WHEREAS, there has heretofore entered into a certain Agreement for Annexation between the City of Bloomington and VALE COMMUNITY CHURCH, the owner of the premises hereinafter described, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted a Public Hearing on said Annexation Agreement; and

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be place in effect as to said land upon the annexation of same, all as by Statute specifically provided.

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

SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit B is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the property hereinabove described is by this Ordinance hereby annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.

SECTION FOUR: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION FIVE: That this Ordinance shall be in full force.

PASSED this ____ day of _____, 2017. APPROVED this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

Exhibit B

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of $91^{\circ}-58'-39''$ with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of $87^{\circ}-09'-21''$ with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-17'-22''$ with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of $184^{\circ}-26'-15''$ with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of $188^{\circ}-52'-04''$ with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of $175^{\circ}-16'-04''$ with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of $177^{\circ}-08'-15''$ with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-25'-35''$ with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

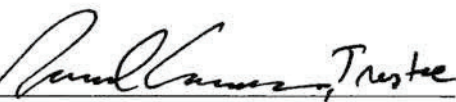
OWNER'S CERTIFICATE

State of Illinois)
) ss.
County of McLean)

KNOW ALL PERSONS BY THESE PRESENTS, That VALE COMMUNITY CHURCH, an Illinois not for profit corporation, hereby certifies that it is the owner of the premises described in Exhibit A attached hereto and incorporated herein, which is the subject of a certain Petition for Annexation to the City of Bloomington, McLean County, Illinois, and for Amendment of the Official Zoning Map of the City of Bloomington, McLean County, Illinois, which is depicted by the Annexation Plat prepared by Brent A. Bazan, Professional Land Surveyor No. 3715 on December 16, 2016.

IN WITNESS WHEREOF, VALE COMMUNITY CHURCH by and through its Lead Pastor has hereunto set its hand and affixed its seal this 3rd day of April, 2017.

VALE COMMUNITY CHURCH

By  Trustee
Daniel Carcasson, Trustee

NOTARY CERTIFICATE

State of Illinois)
) ss.
County of McLean)

I, John L. Pratt, a Notary Public in and for the county and State aforesaid, do hereby certify that Daniel Carcasson, personally known to be a Trustee of VALE COMMUNITY CHURCH and the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 3rd day of April, 2017.


Notary Public

Prepared by:
John L. Pratt
Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302



Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of $91^{\circ}-58'-39''$ with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of $87^{\circ}-09'-21''$ with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-17'-22''$ with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of $184^{\circ}-26'-15''$ with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of $188^{\circ}-52'-04''$ with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of $175^{\circ}-16'-04''$ with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of $177^{\circ}-08'-15''$ with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-25'-35''$ with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

Applicant: Midwest Engineering Associates, Inc.
Contact: Robert Culp
Address: 140 E Washington St.
East Peoria, IL 61611

IDNR Project Number: 1708921
Date: 03/31/2017

Project: Vale Church Phase I
Address: 3101 Ireland Grove Road, Bloomington

Description: The construction of a new church with a small outbuilding. The improvements include earth excavation, embankment, storm water detention system, closed and open storm sewer systems, underground utilities (sanitary sewer system, domestic and fire water system(s), electric, data, etc), concrete or asphalt pavement, landscaping, and all collateral work.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: McLean

Township, Range, Section:
23N, 2E, 13



IL Department of Natural Resources

Contact

Natalia Jones
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction

City of Bloomington
Katie Simpson
109 East Olive Street
Bloomington, Illinois 61701

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.
2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.
3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes VALE COMMUNITY CHURCH, hereinafter referred to as your petitioners,
respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of A – Agriculture District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S-2 Public Lands and Institutions District zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioners by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from A – Agriculture District to S-2 Public Lands and Institutions District.

Respectfully Submitted,

VALE COMMUNITY CHURCH

By  Trustee
Daniel Carcasson, Trustee

Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

ORDINANCE NO. 2017 - _____

AN ORDINANCE REZONING

FROM: A – Agriculture District **TO:** S-2 Public Lands and Institutions District

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit "A" shall be and the same are hereby rezoned from A – Agriculture District to S-2 Public Lands and Institutions District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this ____ day of _____, 2017.

APPROVED this ____ day of _____, 2017.

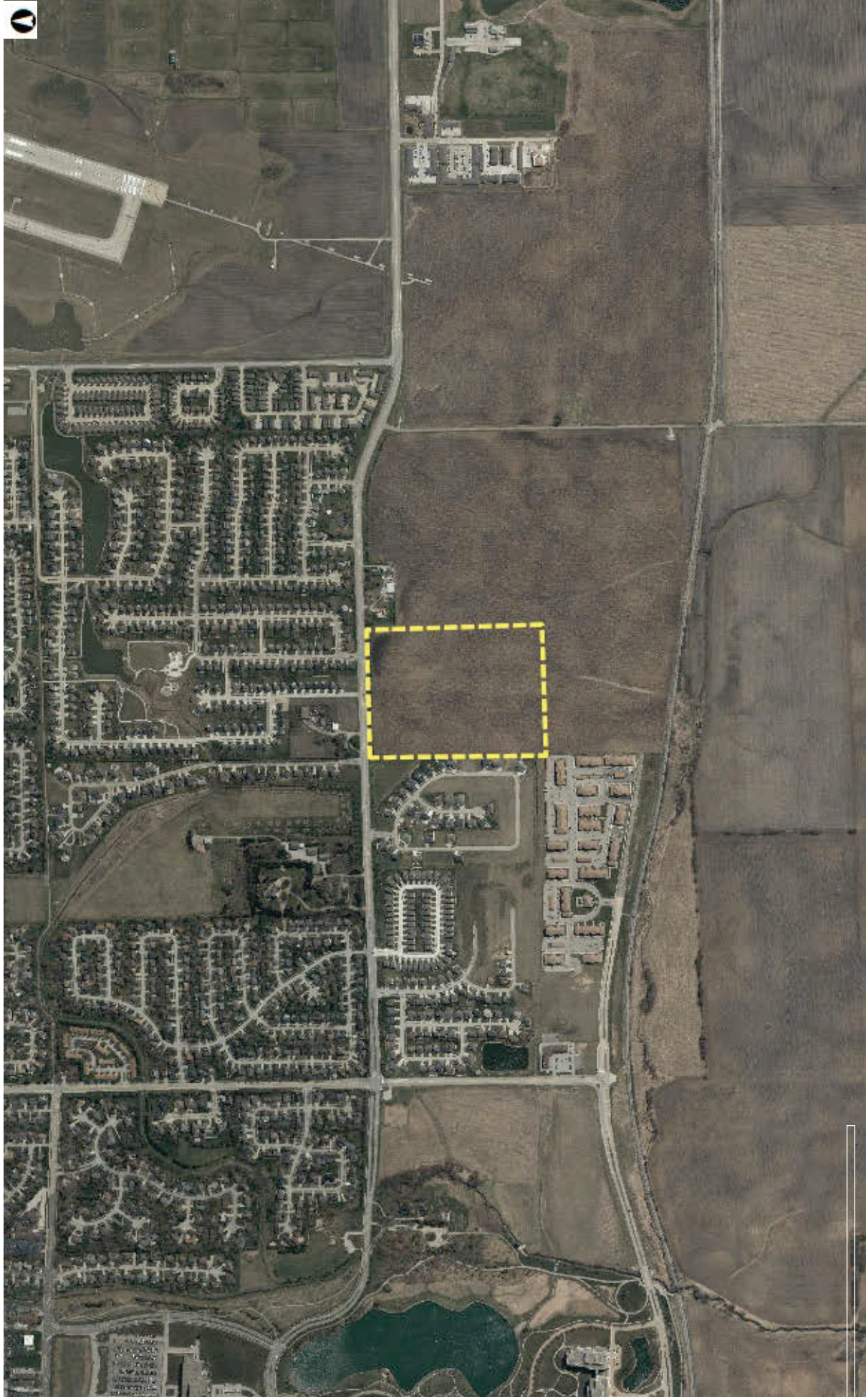
APPROVED:

Mayor

ATTEST:

City Clerk

Permitted Uses in the S-2 District		Mobile Food and Beverage Vendor	13
Agency Supervised Homes	S	Nursery Schools	S
Agency-Operated Family Homes	P	Nursing Homes	S
Agency-Operated Group Homes	P	Parking Lot, Commercial	P
Agriculture	P	Parking Lot, Noncommercial	P
Airports and Landing Fields	S	Parks, Playgrounds, Aboretums	P
Athletic Clubs, YMCA, YWCA	S	Police Stations, Fire Stations	P
Barber Shops, Beauty Shops	S	Postal Services	P
Barracks	P	Pre-Schools	P
Cemeteries	P	Professional Clubs, Business Clubs	S
Charitable Clinics	2	Senior High Schools	P
Childrens Homes, Orphanages	S	Sewage Lift Stations	P
Churches, Synagogues, Temples	P	Sewage Treatment Plants	S
Community Centers	P	Sheltered Care Homes	S
Composting Facility	P	Swimming Pools	P
Courthouses	P	Telecommunication Antenna Facilities	S
Day Care Centers	S	Telephone Exchange Substations	P
Dwellings, Multiple Family	P	Townhouses	P
Educational and Research Services	P	Treatment Centers for Drug Abuse	S
Electricity Regulating Substations	P	Utility Conduits, Lines, Pipelines	P
Elementary Schools	P	Water Pressure Control Stations	P
Flammable Liquid Pipelines	P	Water Purification Plants	P
Food Pantry	P	Water Storage Reservoirs	P
Forestry	P	Zoos	P
Gas Regulatory Stations	P		
Golf Courses - Not Miniature Golf	P		
Government Services	P		
Gymnasiums, Recreation Centers	P		
Heliports, Heliport Terminals	S		
Home for the Aged	S		
Ice Rinks	P		
Institution for Child Care	S		
Institution for the Handicapped	S		
Irrigation Channels	P		
Junior High Schools	P		
Libraries	P		
Mental Health Facilities	S		
Military Bases	P		
Military Bases, Storage Depots	P		
Military Communication Centers	P		
Miniature Golf Courses	6		



0 0.28 0.6 Miles

1: 18,056

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<http://www.McGIS.org/License>

Notes

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
APRIL 26, 2017**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-12-17	36.31 acres south of Ireland Grove Rd, east of Brookstone Cir.	Annexation Agreement	Katie Simpson, City Planner
Z-13-17	36.31 acres south of Ireland Grove Rd, east of Brookstone Cir, rezone 35.16 acres.	Annexation and Rezoning	
PETITIONER'S REQUEST:	The petitioner, Vale Church, would like to enter into an agreement to annex and rezone a plot of land located south of Irleand Grove Rd, east of Brookstone Cir. Directly following council approval of the agreement, the petitioner would like to annex into the City of Bloomington with the intention of developing the land for a new church.		
Staff finds that the petition meet the Zoning Ordinance's map amendment guidelines for annexation and rezoning outlined in Chapter 8.5 Section 203d.			

STAFF RECOMMENDATION: Approval

Staff recommends the Planning Commission pass the following motions recommending:

- A. That City Council **approve** the *annexation agreement* for 36.13 acres south of Ireland Grove Rd, east of Brookstone Cir. (case Z-12-17); and,
- B. That City Council **approve** the *annexation* of 36.31 acres south of Ireland Grove Rd, east of Brookstone Cir and the *rezoning* of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions (case Z-13-17).

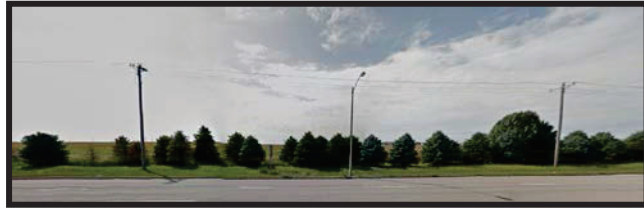


NOTICE

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on April 10, 2017.

GENERAL INFORMATION

Owner and Applicant: Vale Church



PROPERTY INFORMATION

PIN: 21-04-308-001

Existing Zoning: R-1 (County), Agriculture (County)

Existing Land Use: vacant

Property size: Tract 1: 35.16 acres;

Tract 2 (Ireland Grove Rd) 1.15 acres)

Legal Description: See attachments

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single Family Residential

North: R-1, residential (unincorporated)

South: A, agriculture (unincorporated)

Southwest: R-3B, Multi-family residential

East: A, Agriculture (unincorporated)

West: R-1C, Single Family Residential

Land Uses

North: Single family homes

North: Single family home

South: Vacant; utility easement/future constitution trail

Southwest: Apartments/Condos

East: Vacant (Airport noise overlay)

West: Single family homes, detention basin

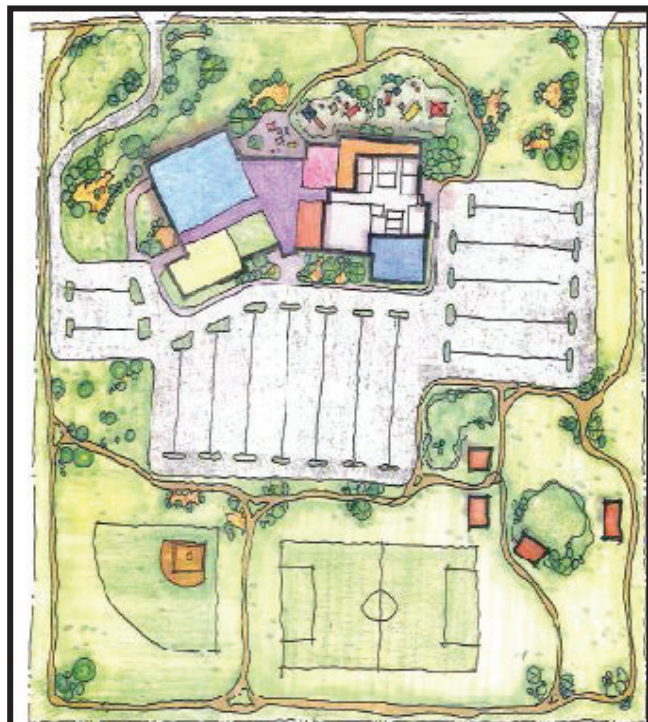
Analysis

This report is based on the following documents, which are on file with the Community Development Department:

1. Annexation Agreement
2. Petition for Zoning Map Amendment
3. Petition for Annexation
4. Aerial photographs
5. Zoning Map
6. Site visit

PROJECT DESCRIPTION

Background: Vale Church, the petitioner, is currently located at the corner of Lafayette Street and Morrissey Dr. In 2013, they had an average attendance of 400 people at two gatherings. In addition to religious gatherings, the Church provides a number of philanthropic benefits to the community, including partnering with



Home Sweet Home's Bread For Life Food Co-op and youth activities. Additionally, churches are an asset for communities because they strengthen social relationships, provide a network of services and improve bridging and bonding social capital for their members.

Vale's congregation is growing to over 1600 members and the petitioners would like to build a new facility located on Ireland Grove Road (subject property). The land needed for their project is located outside of the City limits, in the county. However City water and sewer are within 300 ft of the development. In order for the project to tap-on to City utilities, it needs to annex into the City. The petitioners are requesting to annex into the City of Bloomington. Staff and the petitioner's attorney have been working towards an annexation agreement and the planning commission is tasked with reviewing the agreement and the proposed rezoning, S-2 public lands and institutions, outlined in that agreement.

Project Description: The subject property is approximately 36 acres. It is comprised of two tracts, tract 1 is 35.16 acres and will be developed as Vale Church if annexed. Tract 2 is 1.15 acres of Ireland Grove Rd and required to be annexed by Illinois State Statute. The petitioner is requesting to rezone the 35.16 acres from A, Agriculture (the default zoning designation for annexation as per Chapter 8.5) to S-2, Public Lands and Institutions which contemplates governmental, private and nonprofit uses directed at providing a service to the public. Churches and schools are permitted by right. A list of permitted uses is attached to this report.

The subject property is bordered by residential on the north and west. The land to the south is not annexed into the City and a utility easement with pole runs along the south side of the property. This land is planned to be developed as an extension of the Constitution Trail. The development of this site is intended to occur in stages. The first stage is planned to occur on 12.3 acres and involves the construction of the congregation and parking. The second phase would involve expanding along Ireland Grove Rd. At the moment the rear portion of the property is intended to be developed for outdoor recreation. Water mains are available along Ireland Grove Rd and sanitary sewer will need to be extended from the north Right-of-Way across Ireland Grove Rd.

Link to Comprehensive Plan:

Fostering social interaction is highlighted throughout the City of Bloomington Comprehensive Plan. Churches are critical for building social capital within a community. Additionally the Plan identifies "creating a sustainable environment where the ongoing investment in property is supported by public investments in schools and parks; opportunities for social interaction; accessibility for pedestrians, bicyclists and vehicles" as a goal.

The proposed annexation and rezoning aligns with the following objectives:

- N-3 Improve Communication between the City, citizens, and neighborhood organizations to foster teamwork and community spirit.
- Tier 2-Infill development priority (Land immediately adjacent to the City's incorporated area with access to all City services.

FINDINGS OF FACT

Findings of Fact: Pursuant to Chapter 8.5 Section 203(d) of the City's Code "The Planning Commission shall consider the amendment to the Official Zoning Map for the City of Bloomington, McLean County and shall recommend the adoption of such amendment unless the Commission finds that such amendment is not in the public or is solely for the benefit of the person requesting such amendment". In making such a finding the Planning Commission may consider:

1. *The suitability of the subject property for uses authorized by the existing zoning;* the property is currently zoned R-1 Residential (unincorporated) and A, Agriculture (unincorporated). The property is unincorporated and cannot be developed until it enters the City limits. Additionally, it abuts the airport noise contours, residential development will have higher regulations under this contour and will most likely not occur. The Comprehensive plan envisions development to the east as "commercial activity center." The proposed use and zoning provides a buffer between existing residential potential business.
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area;* this is a Greenfield site and has never been developed. It is a Tier 2 development priority in the Comprehensive Plan because utilities and city services are available.
3. *The suitability of the subject property for uses authorized in the proposed zoning;* S-2 will provide a buffer between the existing residential and the commercial development envisioned by the comprehensive plan.
4. *The existing land uses of nearby property;* the proposed zoning complements the surrounding land uses, the proposed use of church also complements the residential homes nearby. It is lower impact and provides a suitable transition between residential and future development.
5. *Existing zoning of nearby property, 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 proposed use, church, will complement the residential districts. The subject property abuts future constitution trail to the south and the uses contemplated in the S-2 district are compatible with the recreational function of the trail.
6. *The extent to which adequate streets connected to the arterial street system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning district;* Ireland Grove Rd is designed as an arterial street and can handle the capacity of this development. The proposed use will also hours that differ from the existing peak traffic hours for Ireland Grove Rd. The entrance to the development aligns with other street connections, land has also been reserved for a future road, if necessary, to provide access to the rear portion of the subject property.

7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and whether the development of the subject property for uses permitted in the proposed zoning classification would have a substantial detrimental effect on the drainage patterns in the area; One site detention will be provided. The future plans of the development also show park area and a large amount of green space which will have a positive impact on water flow and drainage.*
8. *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 supplied to serve the uses permitted in the proposed zoning classification; and services are existing and adequate.*
9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article 2.00 of the Bloomington City Code-1960, including the following specific purposes:*
 - a. *To conserve and protect the taxable value of land and structures;*
 - b. *To protect the air, water, and land resources within the City from the hazards of pollution and misuse;*
 - c. *To protect land and structures from natural hazards; including flooding and erosion;*
 - d. *To preserve and protect historic locations, structures and groups*
 - e. *To preserve and protect and encourage the development of structures, groups of structures, and neighborhoods of distinctive architectural character and appearance;*
 - f. *To provide for the orderly and functional arrangement of land uses and structures;*
 - g. *To establish standards for the orderly development or redevelopment of geographic areas within the City;*
 - h. *To secure for the public locations for housing, employment, shopping, education, and recreation that are adequate in terms of health, safety, convenience and number;*
 - i. *To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;*
 - j. *To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;*
 - k. *To permit public involvement in the planning of private land uses which have the potential for significant impact on the use of enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and*
 - l. *To promote the Official Comprehensive Plan adopted by the City of Bloomington.*

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass the following motions recommending:

Agenda Items:

A, Z-12-17, Annexation Agreement
B, Z-13-17, Annexation and Rezoning to S-2, Public Lands and Institutions

- A. That City Council **approve** the *annexation agreement* for 36.13 acres south of Ireland Grove Rd, east of Brookstone Cir. (case Z-12-17); and,
- B. That City Council **approve** the *annexation* of 36.31 acres south of Ireland Grove Rd, east of Brookstone Cir and the *rezoning* of 35.16 acres, tract 1, from A, Agriculture to S-2 Public Lands and Institutions (case Z-13-17).

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

- Draft Annexation Agreement, Exhibit A “Legal Description”, Exhibit B “concept plan”
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the S-2 District
- Annexation Petition and Supporting Materials
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

**DRAFT MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, APRIL 26, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. J. Balmer, Mr. Ryan Scritchlow, Mr. Kevin Suess, Mr. John Protzman, Ms. Megan Headean, Mr. Justin Boyd, Chairman David Stanczak

MEMBERS ABSENT: Ms. Nicole Chlebek, Mr. James Pearson, Mr. Eric Penn

OTHERS PRESENT: Mr. Tom Dabareiner, Director of Community Development; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Kevin Kothe, City Engineer

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:00 PM

ROLL CALL: Mr. Dabareiner called the roll. With seven members in attendance, a quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the March 22, 2016 minutes. Several corrections were made on the spelling of names. Mr. Scritchlow moved to approve the minutes with stated corrections; Mr. Protzman seconded the motion, which was passed by a voice vote.

REGULAR AGENDA:

Z-12-17 Public hearing, review and action on the *annexation agreement* submitted by Vale Church for 36.31 acres south of Ireland Grove Rd, east of Brookstone Circle

Chairman Stanczak introduced the case and the following case and proposed that the two regular agenda items be considered at the same time because they deal with the same properties. He stated the Commission would take separate votes on each item at the close of the public hearing.

Ms. Simpson presented staff's report and explained staff recommends favorably on both cases. Ms. Simpson noted Vale Church has a property in the City but needs to accommodate its growing congregation so is seeking more land. She stated, the development would be phased and located along Ireland Grove Road. She provided an aerial view of proposed church land, which is in a Tier 2 Development Priority area, meaning it is contiguous with services available but not yet incorporated. She noted the surrounding uses and the proposed extension of the Constitution Trail. She provided photos of the current vacant land. She stated the S-2 zoning provides a nice transition from the residential areas west to the airport impacted area to the east.

She described the project's phasing along with access considerations for the property to the south. The south property, also owned by Vale, could become a private park available for public use.

Regarding the standards, Ms. Simpson believes they are all met. She noted the different peak traffic times Vale Church has from a regular rush hour. Based on compliance with the standards, she recommended approval.

Ms. Simpson called attention to a marked up version of the Annexation Agreement and noted what text would remain in versus the text eliminated from the final draft. She endorsed adoption of the Agreement.

Mr. Scritchlow asked if the airport had a height restriction here; Ms. Simpson stated there is and the developer would need to work with the airport and the FAA during construction for any structures in the airspace. Mr. Scritchlow asked if the future access to the south was just for the church; Ms. Simpson explained the road could connect to another road to the property's west.

Mr. John Pratt, 506 S. Vale, was sworn in. He is an attorney representing the petitioner. He introduced other members of Vale Church who were present. He noted the growth of the church has reached 1,800, an increase from 400 just a few years ago. They provide church services and civic activities. The church bought the property last year then, at the City's request, bought more land to provide adjacency to the bike trail. He praised City staff for their cooperation and support.

Ms. Balmer noted the strong growth and asked about projected growth. Daniel Cargasson, church trustee reiterated the information about the recent growth. He believes there is a limit to the proposed space and they expect the max out in a few years. He repeated that the southern lot would become a park for members and the general public. Mr. Balmer asked if the single access point would be sufficient. Mr. Cargasson stated they have help with traffic now but it is managed well.

Ryan Hobart, 43 Brookstone Circle, was sworn in. He spoke in favor, noting that the church came to his homeowners association to discuss the plans. He asked about the Annexation Agreement and whether the sidewalks will be built piecemeal, allowing a potential gap for walkers. He also asked about screening requirements near the residences. He noted that S-2 allows multifamily dwellings and was wondering about what process there is if other uses are considered.

Mr. Kothe noted the sidewalk obligation in the Agreement is to install by 2020 and expected the City will install the connecting sidewalk by then. He noted other areas of the City have sidewalk gaps and the City works steadily to fill those gaps. Ms. Simpson agreed that multifamily is an option under the zoning ordinance but the feasibility is very low.

Mr. Balmer noted that any further subdivision of the property would have to come before the Commission.

Mr. Paul Grammer, 9 Caledonia Court, was sworn in. He expressed concern about the access along the proposed property's west side and suggested it move to the property's east side. He asked about any buffer between the residential properties and the church property. Ms. Simpson stated it could turn into a street and noted the need for separate access to the south lot, rather than shared access, if it were along the east side. She reviewed the distance between the property line and any new street that might be built.

Mr. Grammer suggested the easement for the road might go in later after more discussion with the church.

Chairman Stanczak declared the annexation closed.

Mr. Protzman motioned to recommend the City Council approve Z-12-17 on the annexation agreement submitted by Vale Church for 36.31 acres south of Ireland Grove Rd, east of Brookstone Circle; seconded by Mr. Scritchlow. The following votes were cast: Mr. Protzman—yes, Mr. Scritchlow—yes, Mr. Balmer—yes, Mr. Suess—yes, Ms. Headean—yes, Mr. Boyd—yes, Chairman Stanczak—yes. Motion **approved** 7-0.

Z-13-17 Public hearing, review and action on the petition submitted by Vale Church requesting approval of the *annexation* of 36.31 acres south of Ireland Grove Rd, east of Brookstone Circle and on the petition requesting approval of the *rezoning* of the property located south of Ireland Grove Rd, east of Brookstone Circle, 35.16 acres, from A, Agriculture to S-2, Public Lands and Institutions

Mr. Scritchlow motioned to recommend the City Council approve Z-13-17 on the annexation and rezoning; seconded by Mr. Headean. The following votes were cast: Mr. Scritchlow—yes, Mr. Protzman—yes, Ms. Balmer—yes, Mr. Suess—yes, Mr. Protzman—yes, Mr. Boyd—yes, Chairman Stanczak—yes. Motion **approved** 7-0.

OLD BUSINESS:

None

NEW BUSINESS

None

ADJOURNMENT: Mr. Balmer moved to adjourn; seconded by Mr. Scritchlow, which passed unanimously by voice vote. The meeting was adjourned at 4:39 pm.

Respectfully,

Tom Dabareiner AICP
Community Development Director



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

April 13, 2017

Dear Property Owner or Resident:

The City of Bloomington Planning Commission will hold a public hearing on **Wednesday, April 26, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois** for a petition submitted by **Vale Community Church** requesting 1) approval of an annexation agreement with the City of Bloomington; 2) the annexation of property, approximately 40 acres south of Ireland Grove Road; and 2) the rezoning of the annexed property from R-1 (County) to S-2, Public Lands and Institutions. A legal description of the property is attached to this letter.

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested rezoning during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, ksimpson@cityblm.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Simpson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Katie Simpson
City Planner

Attachments:
Location Map
Legal Description of property

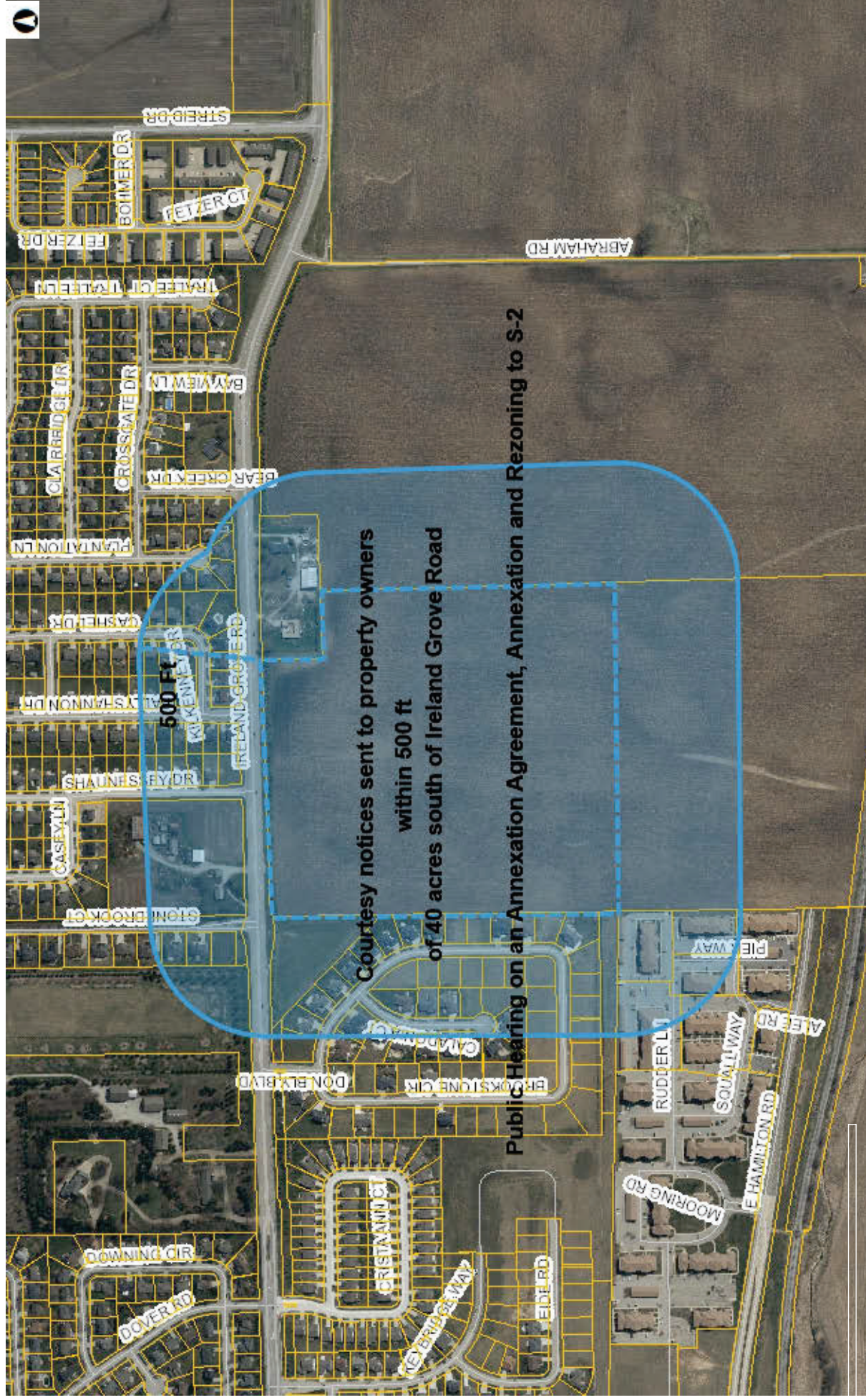


Exhibit A

Legal Description

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of $91^{\circ}-58'-39''$ with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of $87^{\circ}-09'-21''$ with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-17'-22''$ with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of $184^{\circ}-26'-15''$ with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of $188^{\circ}-52'-04''$ with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of $175^{\circ}-16'-04''$ with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of $177^{\circ}-08'-15''$ with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of $174^{\circ}-25'-35''$ with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

HERSHEY GROVE LLC
1 BRICKYARD DR
BLOOMINGTON IL 61701

CHERI RAYMOND
1 PLANTATION
BLOOMINGTON IL 61704

SPENCER G & SHARON M MCDONALD
10 CALADONIA CT
BLOOMINGTON IL 61704

EARL PAPE
10 PLANTATION CT
BLOOMINGTON IL 61704

DANIEL MAXEDON
11 CALADONIA CT
BLOOMINGTON IL 61704

AMI HILEMAN
12 CALADONIA CT
BLOOMINGTON IL 61704

KELLY BEVER
13 CALADONIA COURT
BLOOMINGTON IL 61704

DAVID & MARIE BLASER
14 CALADONIA CT
BLOOMINGTON IL 61704

JASON MORRISON
1410 BALLYSHANNON DR
BLOOMINGTON IL 61704

RICHARD & SYLVIA JOHANSON
1501 Ballyshannon Dr
BLOOMINGTON IL 61704

GREGORY ZOELLER
1501 CASHEL DR
BLOOMINGTON IL 61704

KARTHIKKUMAR RAMASAMY
1502 BALLYSHANNON DR
BLOOMINGTON IL 61704

ROBERT SWENSON
1502 CASHEL DR
BLOOMINGTON IL 61704

JEFFREY RITTER
1502 Shaunessey Dr
BLOOMINGTON IL 61704

RONDA HEIDECKER
1503 BALLYSHANNON DR
BLOOMINGTON IL 61704

JOSEPH FERNANDES
1503 CASHEL DR
BLOOMINGTON IL 61704

BRIAN SPAULDING
1504 BALLYSHANNON
BLOOMINGTON IL 61704

ALUN & JENNIFER L HARRIS
1504 CASHEL DR
BLOOMINGTON IL 61704

PRAVEEN DAS
1504 SHAUNESSEY DR
BLOOMINGTON IL 61704

JEFF & JENNIFER SPEIRER
1505 BALLYSHANNON DR
BLOOMINGTON IL 61704

RANDY MALINOWSKI
1505 CASHEL DR
BLOOMINGTON IL 61704

MICHAEL HARBAUGH
1506 BALLYSHANNON DR
BLOOMINGTON IL 61704

SCOTT LACEY
1506 CASHEL DR
BLOOMINGTON IL 61704

KRISHNA & VANDANA DEENADAYAL
BALATHANDAPPANI
1506 SHAUNESSEY DR
BLOOMINGTON IL 61704

MICHELLE WASHINGTON
1507 BALLYSHANNON DR
BLOOMINGTON IL 61704

ESSIE MAXWELL
1507 BEAR CREEK DR
BLOOMINGTON IL 61704

MICHAEL COLEMAN
1507 CASHEL DR
BLOOMINGTON IL 61704

KEVIN ALCOZAR
1508 CASHEL DR
BLOOMINGTON IL 61704

CHAD & JENNIFER BAEHR
1508 SHAUNESSEY DR
BLOOMINGTON IL 61704

CARLOS MIRANDA
1509 BALLYSHANNON DR
BLOOMINGTON IL 61704

LISA CORWIN
1510 CASH EL DR
BLOOMINGTON IL 61704

EMILY & TIMOTHY HEINTZMAN
1510 SHAUNESSEY DR
BLOOMINGTON IL 61704

ALVIN BARNES
1511 BALLYSHANNON DR
BLOOMINGTON IL 61704

RICHARD F & PATRICIA L WILSON
19556 BRIAR DR
BLOOMINGTON IL 61705

JOSH MAST
2 CALADONIA COURT
BLOOMINGTON IL 61704

Attn: Trust No. H-303 First State Bank
of Bloomington
204 N Prospect Rd
BLOOMINGTON IL 61704

BJ ARMSTRONG INC
2401 E EMPIRE ST STE B
BLOOMINGTON IL 61704

% WILLIAM HUNDMAN MCLT SB-1000
2401 E WASHINGTON, SUITE A
BLOOMINGTON IL 61704

CHANDRAKANT S FALGUNI C PATEL
3 CALADONIA CT
BLOOMINGTON IL 61704

THERESA FRENCH
3 PLANTATION CT
BLOOMINGTON IL 61704

FRANKE CONSTRUCTION
PARTNERSHIP LLC
303 N WILLIAMSBURG
BLOOMINGTON IL 61704

SRINIVASAN KANNAN
3101 KILKENNY DR
BLOOMINGTON IL 61704

GOPINATHAN PARAMBIL
3103 KILKENNEY
BLOOMINGTON IL 61704

MADHAVA RAO & JYOTHI MUTHUM
3105 KILKENNY DR
BLOOMINGTON IL 61704

CARL JR AND KATHLEEN A GRAF
3202 IRELAND GROVE RD
BLOOMINGTON IL 61704

DENNIS L & MELISSA K DOSS
3301 IRELAND GROVE RD
BLOOMINGTON IL 61704

RYAN AND MICHELLE HOBART
43 BROOKSTONE
BLOOMINGTON IL 61704

DONALD POND
47 BROOKSTONE CIR
BLOOMINGTON IL 61704

RONALD PARIDO
49 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

DAVID WEAVER
5 CALADONIA COURT
BLOOMINGTON IL 61704

GINA RUSSELL
5 PLANTATION CT
BLOOMINGTON IL 61704

DARWIN F & SHIRLEY J RUST
55 BROOKSTONE CIR
BLOOMINGTON IL 61704

DARWIN RUST
55 BROOKSTONE CIRCLE
BLOOMINGTON IL 61705

DON & JANE UNDERWOOD
57 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

ANDREW PAUL DUNLAP
59 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

JAMES & SHARON JAEGER
6 CALADONIA CT
BLOOMINGTON IL 61704

MATTHEW SIEMER
61 BROOKSTONE CIR
BLOOMINGTON IL 61704

LAMONT & BUENOLA TYLER
61 STONEBROOK CT
BLOOMINGTON IL 61704

JAMES HANCOCK
63 BROOKSTONE CIRCLE
BLOOMINGTON IL 61704

WILLIAM NOVAK
63 STONEBROOK CT
BLOOMINGTON IL 61704

LAWRENCE REECE
65 BROOKSTONE CIR
BLOOMINGTON IL 61704

TIMOTHY ROLFS
65 STONEBROOK CT
BLOOMINGTON IL 61704

STEPHEN & BEVERLY VIRGIL
66 BROOKSTONE CIR
BLOOMINGTON IL 61704

SHELLEY REEVES
67 BROOKSTONE CIR
BLOOMINGTON IL 61704

WILLIAM J & ANNA RINALDI-MILES
MILES
69 BROOKSTONE CIR
BLOOMINGTON IL 61704

MARK THOENNES
7 CALADONIA CT
BLOOMINGTON IL 61704

RAFAL & AGNIESZKA ROSINSKI
7 PLANTATION CT
BLOOMINGTON IL 61704

MILTON & DONNA GUZMAN
70 BROOKSTONE CIR
BLOOMINGTON IL 61704

SCOTT ROGGENBUCK
8 CALADONIA CT
BLOOMINGTON IL 61704

BRIAN CIASNOCHA
8 PLANTATION
BLOOMINGTON IL 61704

PAUL C & CAROL L GRAMMER
9 CALADONIA CT
BLOOMINGTON IL 61704

HERSHEY GROVE LLC
P O BOX 1546
BLOOMINGTON IL 61702

MERCER T TURNER LAND TRUST MT
1912 TRUSTEE
Po Box 3064
BLOOMINGTON IL 61702

Public Notices

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph:
April 10, 2017

20877685

The Blue Mound Township Trustees will meet the 3rd Monday of each month at the township office in Cooksville at 7:00 pm. If someone would like to be on the agenda please contact Nick O'Neill 24 hrs in advance at (309) 261-2709.

20877747

LEGAL NOTICE OF INVITATION TO BID CITY OF BLOOMINGTON, ILLINOIS

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until Monday, April 24, 2017, at 1:30 PM CST, at which time they will be publicly opened and read for the following: FY2018 UTILITY MAINTENANCE, Bid No. 2018-02; FY2018 EMERGENCY UTILITY REPAIR, Bid No. 2018-03; FY2018 TRAFFIC SIGNAL MAINTENANCE, Bid No. 2018-04; FY2018 GRADING & SEEDING, Bid No. 2018-05; FY2018 STREETS, ALLEY, & SIDEWALK MAINTENANCE, Bid No. 2017-06. This project consist of the following major work items: Cement Mason - Various Hrs.; Laborer - Various Hrs.; Operating Engineer - Various Hrs.; Plumber - Various Hrs.; Truck Driver - Various Hrs.; Inquiries as to the requirements of the specifications will be addressed at the Pre-Bid Conference, to be held on Tuesday, April 18, 2017, at 1:30 PM in the Public Works Conference Room, located on the 3rd Floor of the Government Center, 115 East Wash-

Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.

And

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shaunessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

20877101

CITY OF BLOOMINGTON PUBLIC HEARING NOTICE

Public Notice is hereby given that the Planning Commission will hold a public hearing on Wednesday April 26, 2017 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a request for an Annexation Agreement, Annexation and Rezoning submitted by Vale Community Church for property located south of Ireland Grove Rd., and east of Brookridge Estates, 1st Addition, consisting of approximately containing 35.16 acres, more or less for Tract 1 and 1.15 acres, more or less for Tract 2.

LEGAL DESCRIPTION: Exhibit A

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said

20882834

**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE**

Public Notice is hereby given that the Bloomington City Council will hold a public hearing on Monday, May 22, 2017 at 7:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a request for an Annexation Agreement submitted by Vale Community Church for property located south of Ireland Grove Rd., and east of Brookridge Estates, 1st Addition, consisting of approximately containing 35.16 acres, more or less for Tract 1 and 1.15 acres, more or less for Tract 2.

LEGAL DESCRIPTION: Exhibit A

Tract 1:

A part of the West Half of the Northeast Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Brookridge Estates Subdivision according to the plat thereof recorded March 17, 2003 as Document No. 2003-12666 in the McLean County Recorder's Office. From said Point of Beginning, thence south 1387.19 feet along the East Line of said Brookridge Estates Subdivision and the East Line of the First

Public Notices

Addition to Brookridge Estates Subdivision according to the plat thereof recorded November 17, 2004 as Document No. 2004-38516 in said Recorder's Office, said lines also being the West Line of said Northeast Quarter, to the Northwest Corner of an Illinois Power Company Easement recorded October 24, 1952 in Book 599 Page 533 as Document No. 60990 in said Recorder's Office; thence east 1088.41 feet along the North Line of said Illinois Power Company Easement which forms an angle to the right of 91°-58'-39" with said West Line to the Southerly Extension of the West Line of a tract of land described in Quit-Claim Deed recorded September 9, 2010 as Document No. 2010-21079 in said Recorder's Office; thence north 1454.35 feet along said Southerly Extension and said West Line which forms an angle to the right of 87°-09'-21" with the last described course to the South Right-of-Way Line of Ireland Grove Road; thence west 79.66 feet along said South Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence westerly 100.50 feet along said South Right-of-Way Line which forms an angle to the right of 174°-17'-22" with the last described course; thence westerly 225.06 feet along said South Right-of-Way Line which forms an angle to the right of 184°-26'-15" with the last described course; thence westerly 75.66 feet along said South Right-of-Way Line which forms an angle to the right of 188°-52'-04" with the last described course; thence westerly 100.13 feet along said South Right-of-Way Line which forms an angle to the right of 175°-16'-04" with the last described course; thence west 350.00 feet along said South Right-of-Way Line which forms an angle to the right of 177°-08'-15" with the last described course; thence westerly 137.07 feet along said South Right-of-Way Line which forms an angle to the right of 174°-25'-35" with the last described course to the Point of Beginning, containing 35.16 acres, more or less.
And

Tract 2:

That portion of Ireland Grove Road Right-of-Way lying in the West Half of the Southwest Quarter of the Southeast Quarter of Section 12 and in the West Half of the Northwest Quarter of the Northeast Quarter of Section 13 lying west of the Southerly Extension of the West Line of Shanessey Drive as dedicated in the First Addition to Gaelic Place West Subdivision according to the plat thereof recorded January 2, 2007 as Document No. 2007-117 in the McLean County Recorder's Office, McLean County, Illinois, containing 1.15 acres, more or less.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

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Cherry Lawson
City Clerk

Published in the Pantagraph:
May 5, 2017



REGULAR AGENDA ITEM NO. 9C

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of adopting an Ordinance approving a Petition from Vale Community Church, for an expedited final plat for Vale Commons Subdivision Final Plat, located south of Ireland Grove Road and east of Hershey Road.

RECOMMENDATION/MOTION: That the Ordinance be passed approving the expedited final plat for Vale Commons Subdivision and that the Mayor and City Clerk be authorized to sign the necessary documents subject to the petitioner paying the required tap-on fees.

STRATEGIC PLAN LINK: 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: a. Retention and growth of current local businesses

BACKGROUND: This final plat consists of two lots located south of Ireland Grove Road and east of Hershey Road. The subject property is being annexed through a separate memo coming before council tonight. The proposed zoning for the subject property is S-2, Public Lands and Institutions.

The subject property is being subdivided to prepare for a new building to house Vale Community Church.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code); City staff has no objections to the plan.

This final plat qualifies for submission under the Expedited Final Plat submission process, Chapter 24, Section 3.5.6 of the Bloomington City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Vale Community Church

FINANCIAL IMPACT: None. All survey and plat costs were paid by Vale Community Church

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals:

- The proposed development is identified as a Tier 2-Infill Development Priority because it is immediately adjacent to the City's incorporated with access to all City Services.

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

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis P.E., Civil Engineer I

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Community Development review by: Tom Dabareiner AICP, Community Development Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Petition
- Ordinance for final plat and easement vacation
- Exhibit A: Legal Description
- School District Certificate
- County Clerk's Certificate
- Owner's Certificate
- Drainage Statement
- Final Plat Checklist
- Council Map and Final Plat
- Tap On Memo
- Request of Waiver of Preliminary Plan
- Utility Map

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

Now Comes Vale Community Church, an Illinois Not-For-Profit Corporation,
(hereinafter referred to as your "Petitioner"), respectfully representing and requesting as follows:

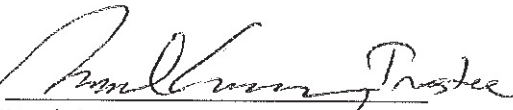
1. Petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Premises") and depicted by the Final Plat of Vale Commons Subdivision, City of Bloomington, McLean County, Illinois prepared by Midwest Engineering Associates, Inc. on April 22, 2017, which is attached hereto and incorporated herein.

2. Petitioner seeks approval of the Final Plat for the subdivision of the Premises to be known and described as Vale Commons Subdivision, City of Bloomington, McLean County, Illinois.

Wherefore, your Petitioner respectfully prays the Final Plat of Vale Commons Subdivision, City of Bloomington, McLean County, Illinois, submitted herewith, be approved.

Respectfully submitted,

Vale Community Church

By: 
Daniel Carcasson, Trustee

Prepared by:
John L. Pratt
Pratt and Pratt, P.C
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302

ORDINANCE NO. 2017 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF VALE COMMONS SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Vale Commons Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: waiver of preliminary plan; and

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code, 1960, as amended:

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

1. That the Final Plat of Vale Commons Subdivision dated April 22, 2017, is hereby approved;
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED THIS 22nd DAY OF MAY 2017.

APPROVED THIS __ DAY OF MAY 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

Exhibit A - Legal Description

A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF BROOKRIDGE ESTATES SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 2003 AS DOCUMENT NO. 2003-12666 IN THE MCLEAN COUNTY RECORDER'S OFFICE, AS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE SOUTH 1387.19 FEET ALONG THE EAST LINE OF SAID BROOKRIDGE ESTATES SUBDIVISION AND THE EAST LINE OF THE FIRST ADDITION TO BROOKRIDGE ESTATES SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2004 AS DOCUMENT NO. 2004-38516 IN SAID RECORDER'S OFFICE, SAID LINES ALSO BEING THE WEST LINE OF SAID NORTHEAST QUARTER, TO THE NORTHWEST CORNER OF AN ILLINOIS POWER COMPANY EASEMENT RECORDED OCTOBER 24, 1952 IN BOOK 599 PAGE 533 AS DOCUMENT NO. 60990 IN SAID RECORDER'S OFFICE; THENCE EAST 1088.49 FEET ALONG THE NORTH LINE OF SAID ILLINOIS POWER COMPANY EASEMENT WHICH FORMS AN ANGLE TO THE RIGHT OF 91 DEGREES 58 MINUTES 39 SECONDS WITH SAID WEST LINE TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF A TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED SEPTEMBER 9, 2010 AS DOCUMENT NO. 2010-21079 IN SAID RECORDER'S OFFICE; THENCE NORTH 1454.35 FEET ALONG SAID SOUTHERLY EXTENSION AND SAID LAST WEST LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 87 DEGREES 09 MINUTES 21 SECONDS WITH THE LAST DESCRIBED COURSE TO THE SOUTH RIGHT OF WAY LINE OF IRELAND GROVE ROAD; THENCE WEST 79.61 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WESTERLY 100.50 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 174 DEGREES 17 MINUTES 22 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WESTERLY 225.06 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 184 DEGREES 26 MINUTES 15 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WESTERLY 75.66 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 188 DEGREES 52 MINUTES 04 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WESTERLY 100.13 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 175 DEGREES 16 MINUTES 04 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WEST 350 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 177 DEGREES 08 MINUTES 15 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WESTERLY 137.07 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE RIGHT OF 174 DEGREES 25 MINUTES 35 SECONDS WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

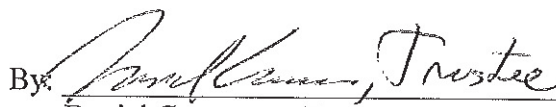
The above described premises is part of the following parcel identification numbers: 21-13-200-008 and 21-13-200-010.

SCHOOL DISTRICT CERTIFICATE

Vale Community Church, an Illinois Not-For-Profit Corporation, the owner of the property described in Exhibit A attached hereto and incorporated herein and in the Surveyor's Certificate, which will be known as Vale Commons Subdivision, City of Bloomington, McLean County, Illinois, hereby certifies that to the best of its knowledge, said property is located within the boundaries of Community Unit School District No. Five, McLean and Woodford Counties, Illinois.

Dated 26th day of April, 2017.

Vale Community Church

By: 
Daniel Carcasson, Trustee

NOTARY CERTIFICATE

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Daniel Carcasson, Trustee of Vale Community Church, an Illinois Not-For-Profit Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said an Illinois Not-For-Profit Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of April, 2017


Notary Public

Prepared by:
John L. Pratt
Pratt and Pratt, P.C
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302



COUNTY CLERK'S CERTIFICATE

State of Illinois)
)
County of McLean) ss.

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on 26 day of April, 2017, there were no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land shown on the Vale Commons Subdivision, City of Bloomington, Mclean County, Illinois, attached to this certificate and described in the Surveyor's Statement attached to the Final Plat of Vale Commons Subdivision, City of Bloomington, McLean County, Illinois, by Bryan W. Harman, Illinois Professional Land Surveyor #035.003677, dated April 22, 2017.



KATHY MICHAEL, County Clerk of McLean County, Illinois

Prepared by:
John L. Pratt
Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302

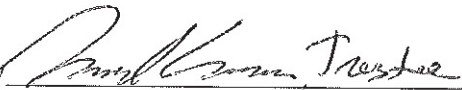
OWNER'S CERTIFICATE

State of Illinois)
) ss.
County of McLean)

KNOW ALL PERSONS BY THESE PRESENTS, That Vale Community Church, an Illinois not-for-profit corporation, hereby certifies that it is the owner of the premises described in the attached Plat of Vale Commons Subdivision, City of Bloomington, Mclean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of Vale Commons Subdivision, City of Bloomington, Mclean County, Illinois as laid off in lots and streets by Bryan W. Harman, Illinois Professional Land Surveyor #035.003677; and it hereby dedicates and sets apart to the City of Bloomington for general utility purposes and public use purposes the areas as shown on said Plat.

IN WITNESS WHEREOF, Vale Community Church by and through its Trustee has hereunto set its hand and affixed its seal this 26th day of April, 2017.

VALE COMMUNITY CHURCH

By 
Daniel Carcasson, Trustee

NOTARY CERTIFICATE

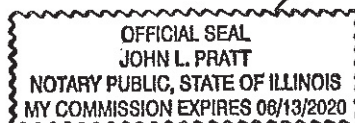
State of Illinois)
) ss.
County of McLean)

I, John L. Pratt, a Notary Public in and for the county and State aforesaid, do hereby certify that Daniel Carcasson, personally known to be a Trustee of Vale Community Church and the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 26th day of April, 2017.


Notary Public

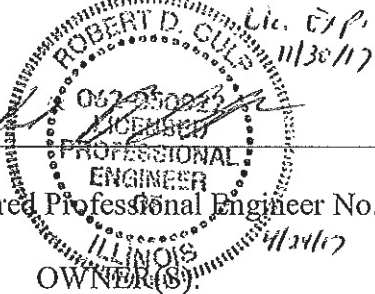
Prepared by:
John L. Pratt
Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302



DRAINAGE STATEMENT

I, Robert Culp, Registered Professional Engineer, and Vale Community Church being the owner(s) of the premises heretofore platted by Bryan Hartman, Illinois Professional Land Surveyor No. 035.003677 to be and become to the City of "Vale Commons", in the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or Planned Unit Development, or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or Planned Unit Development.

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


Registered Professional Engineer No. 062-050922
ILLINOIS
OWNER(S).

By: Vale Community Church


John C. Pratt, Atty



ABM Subdivision

Date Prepared: 10/10/16

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

Vale Commons Subdivision

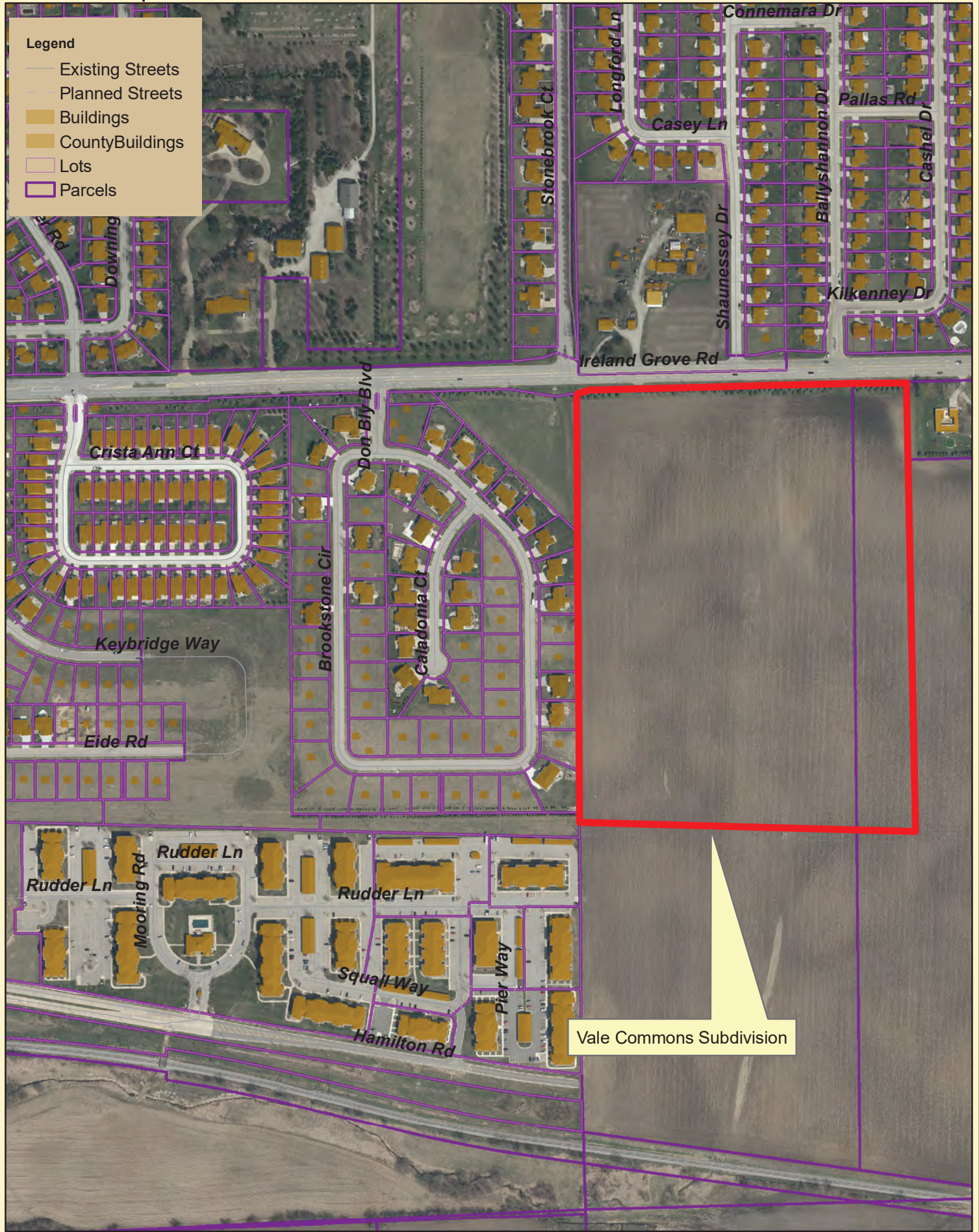


0 215 430 Feet

DATE 05/05/2017

Legend

- Existing Streets
- Planned Streets
- Buildings
- County Buildings
- Lots
- Parcels



Vale Commons Subdivision

M E M O R A N D U M

May 5, 2017

TO: Cherry Lawson, City Clerk
 FROM: Anthony Meizelis, Public Works
 RE: Vale Commons Subdivision
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Vale Commons Subdivision** approved by City Council on May 22, 2017.

A. Performance Guarantee:

110% of incomplete public improvement construction costs as of 5/5/17:	\$ 54,972.50
10% of all completed public improvement construction costs:	<u>\$ 0.00</u>
Total (Amount of the bond):	\$ 54,972.50

B. Tap-On Fees:

There are tap-on fees due from **Vale Commons Subdivision, Lot 1*** per the annexation agreement:

		<u>Code</u>	<u>Principal</u>	<u>Interest[‡]</u>	<u>Total</u>
1	White Eagle Outfall Sewer	51101100-57320	\$5,338.32	\$2,935.60	\$8,273.92
2	Ireland Grove Rd. Outfall Sewer	51101100-57320	\$2,331.68	\$5,654.32	\$7,986.00
3	SE Pump Station & East Side Interceptor	51101100-57320	\$5,522.40	\$3,489.42	\$9,011.82
4	Ireland Grove Rd. Watermain	50100120-57320	\$82,411.99	\$0.00	\$82,411.99
	Total		\$95,604.39	\$12,079.34	\$107,683.73

Subdivision Area for Lot 1: 12.272 acres; Frontage along Ireland Grove Rd for Lot 1: 652.2'.

*(Tap-On Fees computed for Lot 1 only; Tap-On Fees for all Outlot "A" areas will be paid at a future date if all or a portion of the outlot is replatted as a buildable lot or dedicated as right of way).

- 1) White Eagle Outfall Sewer: \$435/ac +interest[‡] from 08/95
- 2) Ireland Grove Rd. Outfall Sewer: \$190/ac +interest[‡] from 12/76
- 3) SE Pump Station & East Side Interceptor: \$450/ac +interest[‡] from 09/94
- 4) Ireland Grove Rd. Watermain \$126.36/ft. frontage on Ireland Grove Rd;

[‡] Interest calculated based on the lower of 6% simple interest and CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

cc: Jim Karch, Director of Public Works; Kevin Kothe, City Engineer; Patti-lynn Silva, Finance Department; Jeff Jurgens, Interim Corporation Counsel; file

May 5, 2017

City Clerk
Bloomington City Hall
109 E. Olive St.
Bloomington, IL 61701

Subject: Vale Commons Subdivision
Request for Waiver of Preliminary Plan

The Developers respectfully request a waiver of the preliminary plan, submission, review, and approval process pursuant to Chapter 24, Sec. 3.5.6(b)(1) of Bloomington City Code. This request meets the following prerequisites:

- The plat depicts a total of not more than three (3) lots and outlots.
- The plat includes all contiguous property in common ownership or unified control.
- The proposal subdivision code shall not necessitate the construction or installation of public street improvements.

Do not hesitate to contact me if you have any questions.

Very truly yours,

Midwest Engineering Associates, Inc.



Robert D. Culp, P.E., C.F.M.
Sr. Project Manager

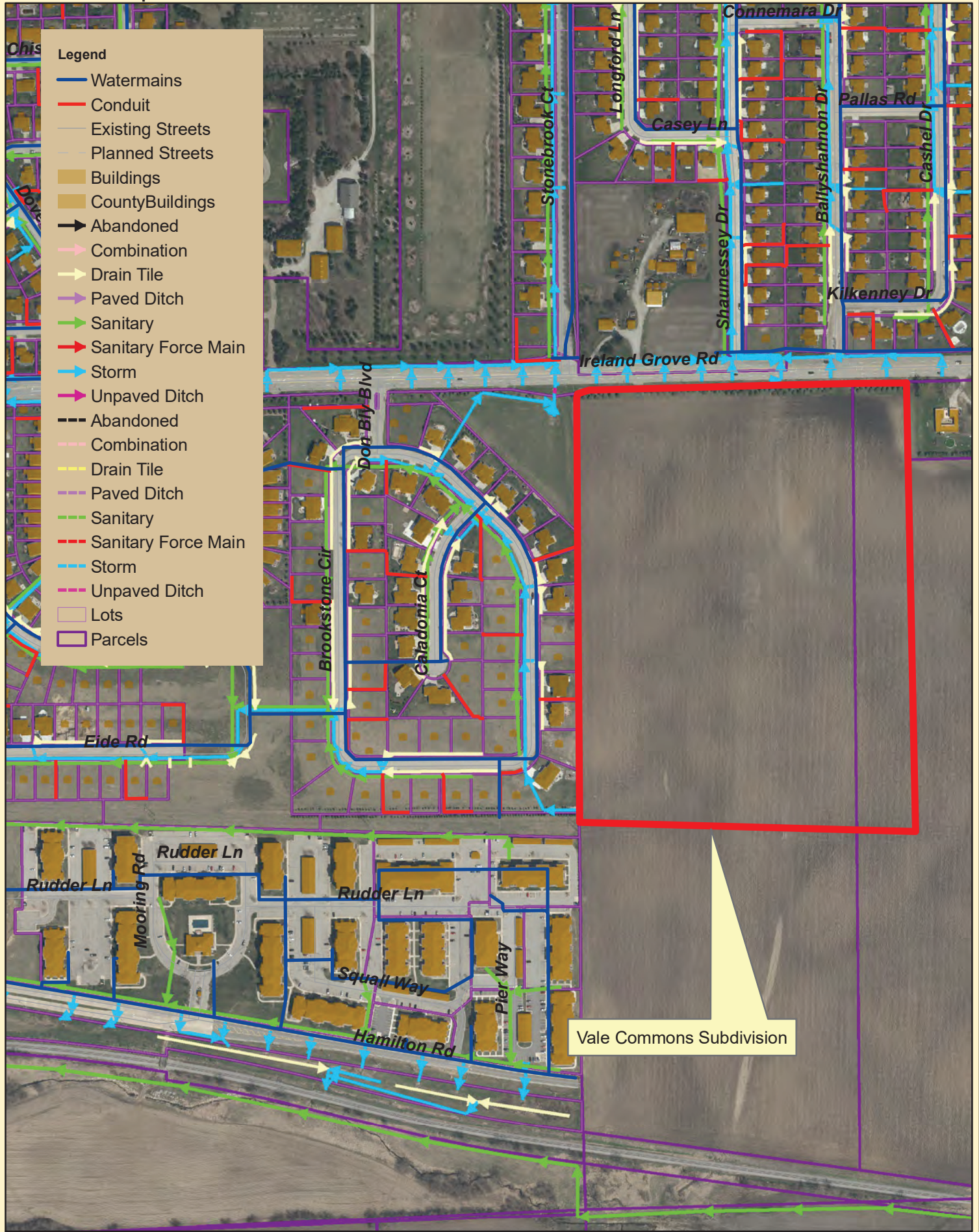
Vale Commons Subdivision Utility Map

Public Works Department



0 215 430 Feet

DATE 05/05/2017





REGULAR AGENDA ITEM NO. 9D

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of approving an Ordinance Amending Chapters 2 and 29 of the Bloomington Municipal Code creating a Transportation Commission.

RECOMMENDATION/MOTION: That the Ordinance Amending Chapters 2 and 29 of the City Code, be approved creating a Transportation Commission, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 4e. Strong partnership with residents and neighborhood associations; Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

BACKGROUND: At a work session on May 8, 2017, the City Council discuss establishment of a Transportation Commission to increase transparency and community involvement in transportation planning activities. City staff made modifications to the proposed ordinance based on comments from the Council at the work session and is bringing the ordinance back for formal consideration.

It has been the City's practice to use citizen boards, committees and commissions as a tool to increase transparency and encourage greater citizen participation. Additionally, transportation commissions are a method utilized by some municipalities to increase transparency and community involvement in transportation planning activities.

The City of Bloomington is committed to adopting policies, practices and procedures that increase transparency and encourage citizen involvement. The purpose of the Transportation Commission will be to assist, inform and serve in an advisory capacity to the administrative and elected officials of the City on matters pertaining to the transportation of people and materials within the City. The duties and responsibilities of the Transportation Commission will be related to the overall transportation management within the boundaries and ways of the City of Bloomington.

Furthermore, creation of the Transportation Commission, which will be subject to the OMA, will provide increased transparency and citizen involvement by establishing an annual meeting schedule, opening all meetings to the public, and allowing for public comment.

Therefore, based on an Aldermanic request, Council discussion and the City's commitment to transparency and citizen engagement, the City Manager is recommending the approval of the ordinance creating the City of Bloomington Transportation Commission.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: The City's Comprehensive Plan 2035 highlights the strong public interest in transportation throughout the plan's development. It emphasizes the real diversity of users, and the balancing of vehicular and freight movement with pedestrian and bicyclist needs. This was reconfirmed when the City Council established a Complete Streets policy, several months after adopting the Comprehensive Plan. Complete Streets is not simply roads, bike lanes and sidewalks—it stems from the neighborhood preservation and placemaking efforts defined in the Comprehensive Plan. The related Goals and Objectives sections follow:

Link to Comprehensive Plan/Downtown Plan Goals: Throughout the transportation goals and objectives in the Plan, the large number and diversity of Partner Agencies is recognized. Depending on the specific topic, these Partner Agencies include governmental bodies, for-profit entities and not-for-profit interests—an item specifically recognized in *TAQ-1.1c Continue and document cooperation and coordination on transportation infrastructure management among governments, nonprofits, and businesses across the region.*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Assistant to the City Manager

Reviewed by: David Hales, City Manager

Finance review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

CD review by: Tom Dabareiner, AICP, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales

City Manager

Attachments:

- Ordinance Amending Chapters 2 and 29 of the City Code to Create a Transportation Commission

ORDINANCE NO. 2017 –

**AN ORDINANCE AMENDING CHAPTERS 2 AND 29 OF THE CITY CODE TO
CREATE A TRANSPORTATION COMMISSION**

WHEREAS, the City of Bloomington has more than 300 miles of streets within the City and City streets represent one of the City of Bloomington's largest investments of taxpayer dollars; and

WHEREAS, the City of Bloomington has adopted a Complete Streets Ordinance supporting policy changes to street design and traffic safety and calming measures; and

WHEREAS, the City of Bloomington is committed to adopting policies, practices and procedures that increase transparency and citizen involvement; and

WHEREAS, the City of Bloomington uses citizen boards, committees and commissions as a tool to increase transparency and to encourage greater citizen participation; and

WHEREAS, the City Council desires to revamp the review and recommendation process to enhance citizen engagement and public review through a newly formed Transportation Commission and cease using the Staff Traffic Advisory Committee; and

WHEREAS, transportation advisory commissions are a tool used by some municipalities to increase transparency and community involvement in transportation planning activities.

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. Article III of Chapter 2 shall be amended by adding "Transportation Commission" in Section 30 to the list of enumerated City Boards and Commissions.

SECTION 3. A new Article XXVII shall be added to Chapter 29 of the City Code establishing a Transportation Commission as set forth in Exhibit A.

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

SECTION 5. 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 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be effective immediately after the date of its publication as required by law and the appointment of the members to the Transportation Commission.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ____ day of May, 2017.

APPROVED this ____ day of May, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

EXHIBIT A

Chapter 29

Article XXVII

Transportation Commission

Section 300. PURPOSE AND CREATION

There is hereby established a Transportation Commission to assist, inform and advise the administrative and elected officials of the City on matters pertaining to the transportation of people and materials within the City. The primary areas of focus of the Transportation Commission shall consist of advising on policy level matters involving: (1) streets and highways, including all streets, alleyways, roadways, on street parking, recreational drives, bridges and grade separations located within the City; (2) pedestrian ways, including sidewalks, grade separations, shopping areas, and recreational pathways within the City; (3) bikeways, including on- and off-street routes for transportation and recreational uses within the City; (4) multi-use trails, including off-street trails for non-motorized uses within the City; and (5) materials and handling, including truck routes, truck terminals and materials loading trucks and other facilities. In conducting its reviews, the Commission shall also consider the historic nature and value of the area being served.

Section 301. MEMBERSHIP AND MEETINGS

1. The Commission shall consist of seven (7) members, appointed by the Mayor with the advice and consent of City Council. The appointments to the Commission should represent as broadly as possible geographic and/or social elements within the City, each with a demonstrated interest, knowledge, or experience in traffic management or transportation, including that three members must have a specific demonstrated interest, background or experience in one of the following:
 - a. regional public transportation, such as transit or bus service;
 - b. accessibility and ADA compliance; and
 - c. bicycle transportation.
2. The Commission shall establish an annual meeting schedule, which shall include at least one meeting per month to be held at a regular time and place. All meetings shall be open to the public and must comply with the Illinois Open Meetings Act. All meetings shall provide opportunity for public comment pursuant to local ordinances. Meeting minutes shall be prepared and maintained in accordance with local and state law.

3. A chairman and vice chairman of the Commission shall be selected to preside over meetings in accordance with the procedure set forth for the City's boards and commissions.
4. Items shall be placed on the Commission agenda by appropriate City staff including, but not limited to, the Traffic Engineer, Public Works Director, City Engineer, the City Manager, or the Mayor. City Council members may also request items be referred to the Commission by utilizing the agenda request process, which shall include formal approval of referral by the City Council.

Section 302. PRELIMINARY TRANSPORTATION REVIEWS

All transportation matters concerning the placement, removal or change of traffic signs, traffic signals, parking zones, bicycle routes, sidewalks or related traffic matter shall first go to the Transportation Commission for consideration and review. All such reviews and recommendations shall be non-binding and made in consideration with applicable law and safety standards and consideration of the recommendation of the Traffic Engineer. After consideration by the Transportation Commission, the transportation matter shall be forwarded to other City Commissions as needed and then to the City Council for final consideration, evaluation, and approval.

Section 304. POWERS AND DUTIES

In addition to the reviews set forth in Section 303, the Transportation Commission shall also have the general authority to:

1. Make recommendations to improve transportation conditions on policy level matters, including but not limited to: (1) the implementation plan of complete streets policies and practices; (2) parking management; (3) traffic circulation; (4) vehicle speed; (5) traffic calming practices; (6) crosswalk identification; (7) intersection configuration; (8) streetscape design; (9) directional signage; and (10) the Manual of Practice for the Design of Public Improvements;
2. Review and make recommendations on the following plans: (1) Complete Streets Implementation Plan; (2) Transportation Improvement Plan; (3) Street Widening; (4) Brick Streets; (5) Downtown Master Plan; (6) Bicycle Master Plan; (7) Streets Master Plan; and (8) Sidewalk Master Plan;
3. Receive complaints having to do with transportation matters and make recommendations on same;
4. Conduct public hearings on proposed policies and plans when considered necessary by the Commission, the City Council, or as required by City, State, or Federal law or regulation, except where a hearing on the same subject is planned or required to be conducted by another body and where the Board finds that said hearing will be an unnecessary duplication; and

5. To review, suggest and coordinate policies, programs, outreach and strategies for pedestrian and bicycle facilities, including, but not limited to, bicycle routes, multi-use trails, bicycle parking, the sidewalk network, and safe routes to school.

Section 305. ASSISTANCE AND COOPERATION FROM CITY OFFICERS

1. In the conduct of the work of the Transportation Commission, it is anticipated that certain City employees will be required to advise and otherwise support the activities of the Commission in carrying out the obligations as provided herein. To that end, the City Manager shall designate staff to provide technical support and recommendations to the Commission. Based on the subject matter of the issue before the Transportation Commission, the City Manager shall designate representatives from the appropriate City department including, but not limited to, Community Development, Economic Development, Public Works, Police and Fire. In addition, the City's Traffic Engineer shall serve as the staff liaison to the Commission and be responsible for OMA compliance.
2. The Traffic Engineer and other City staff, as designated by the City Manager, shall be entitled to attend and participate in all Commission meetings. In addition, the Traffic Engineer and designated City staff shall provide recommendations to the Commission on the matters before it and shall be entitled to make recommendations separate and apart from the Commission to the City Manager and City Council on final action items.
3. The Traffic Engineer and City staff designated by the City Manager shall assist and cooperate with the Transportation Commission and, upon request of the Commission, shall furnish information and advice on subject matters as the Commission may reasonably require in order to fulfill its functions as set forth herein. The City shall provide clerical services to the Commission where possible.



REGULAR AGENDA ITEM NO. 9E

FOR COUNCIL: May 22, 2017

SUBJECT: Consideration of a Resolution to approve the City of Bloomington's submission to the McLean County Regional Planning Commission for the Fiscal Year 2018-2022 Transportation Improvement Program for the Bloomington-Normal Urbanized Area.

RECOMMENDATION/MOTION: That the Resolution to approve the City of Bloomington's submission to the McLean County Regional Planning Commission for the Fiscal Year 2018-2022 Transportation Improvement Program for the Bloomington-Normal Urbanized Area be adopted and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 3. Grow the Local Economy; Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner, Objective 1e. Partnering with others for the most cost-effective service delivery; Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service; Objective 3a. Retention and growth of current local businesses; Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure, Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; Objective 6d. Healthy adjacent neighborhoods linked to Downtown.

BACKGROUND: The Transportation Improvement Program (TIP) is a five year plan for proposed road and transit facility projects, updated annually, that are located within the 25-Year Planning Boundary of the Bloomington-Normal Urbanized Area. Road facility information is provided by the following jurisdictions: the State of Illinois through IDOT District 5, the County of McLean, the City of Bloomington, and the Town of Normal. Public Transit information is provided by Connect Transit, SHOW BUS, the YWCA of McLean County, Marcfirst and Advocate BroMenn. The five one-year periods reported in the TIP coincide with the State of Illinois fiscal cycle, which in any year begins on July 1 and terminates on June 30.

The McLean County Regional Planning Commission (MCRPC) is the designated Metropolitan Planning Organization (MPO) for the Bloomington-Normal Urbanized Area. The MPO is in compliance with the requirements for self-certification. The TIP is prepared by the staff of the McLean County Regional Planning Commission in cooperation with the Federal Highway Administration, the Federal Transit Administration, the Illinois Department of Transportation, the City of Bloomington, the Town of Normal, McLean County, the Bloomington-Normal Airport Authority, Connect Transit, and other urban and regional transit service providers.

The MPO provides the forum for regional comprehensive, coordinated and continuing planning and programming for the urbanized area. All projects included in the TIP are reviewed for consistency with the adopted Long Range Transportation Plan for the Bloomington-Normal Urbanized area. All significant projects added to the TIP must be found to be consistent with the Long Range Transportation Plan. The project selection process conducted by the MPO considers public safety, congestion, regional and local needs, and maintenance of the system.

The City of Bloomington submits projects to MCRPC to be included in the TIP. The Engineering Division is requesting that the City Council approve the list of projects prior to submitting them to MCRPC for the FY 2018-2022 TIP.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

NUMBER OF REQUIRED VOTES TO APPROVE THE ITEM:

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

Reviewed by: Kevin Kothe, City Engineer

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- PW 6B RESOLUTION FY 2018-2022 Transportation Improvement Program
- PW 6C BOUNDARY MAP FY 2018-2022 Transportation Improvement Program
- PW 6D PROJECTS FY 2018-2022 Transportation Improvement Program

RESOLUTION NO. 2017 _____

**A RESOLUTION TO APPROVE THE CITY OF BLOOMINGTON'S
SUBMISSION TO THE MCLEAN COUNTY REGIONAL PLANNING
COMMISSION FOR THE FISCAL YEAR 2018-2022 TRANSPORTATION
IMPROVEMENT PROGRAM FOR THE BLOOMINGTON-NORMAL
URBANIZED AREA.**

WHEREAS, the City of Bloomington submits an annual list of projects to the McLean County Regional Planning Commission for inclusion in the five-year Transportation Improvement Program; and

WHEREAS, the five-year Transportation Improvement Program is created by the McLean County Regional Planning Commission in cooperation with the City of Bloomington, Federal Highway Administration, the Federal Transit Administration, the Illinois Department of Transportation, the Town of Normal, McLean County, the Bloomington-Normal Airport Authority, Connect Transit, and other urban and regional transit service providers; and

WHEREAS, the McLean County Regional Planning Commission is seeking annual lists of projects from partner agencies for the Fiscal Year 2018-2022 Transportation Improvement Program; and

WHEREAS, the City of Bloomington Engineering Division is seeking approval from the City Council for the annual list of projects for the Fiscal Year 2018-2022 Transportation Improvement Program to be sent to the McLean County Regional Planning Commission; and

WHEREAS, the City of Bloomington believes that transportation and infrastructure planning are high priorities; and

WHEREAS, the City of Bloomington is supportive of the vital partnership between agencies to develop a Transportation Improvement Program for the Bloomington-Normal Urbanized Area

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

That the Resolution to approve the City of Bloomington's submission to the McLean County Regional Planning Commission for the Fiscal Year 2018-2022 Transportation Improvement Program for the Bloomington-Normal Urbanized Area is hereby adopted and the Mayor and City Clerk are hereby authorized to execute the necessary documents.

ADOPTED this 22nd day of May, 2017.

APPROVED this 23rd day of May, 2017.

CITY OF BLOOMINGTON, ILLINOIS

ATTEST

Tari Renner, Mayor

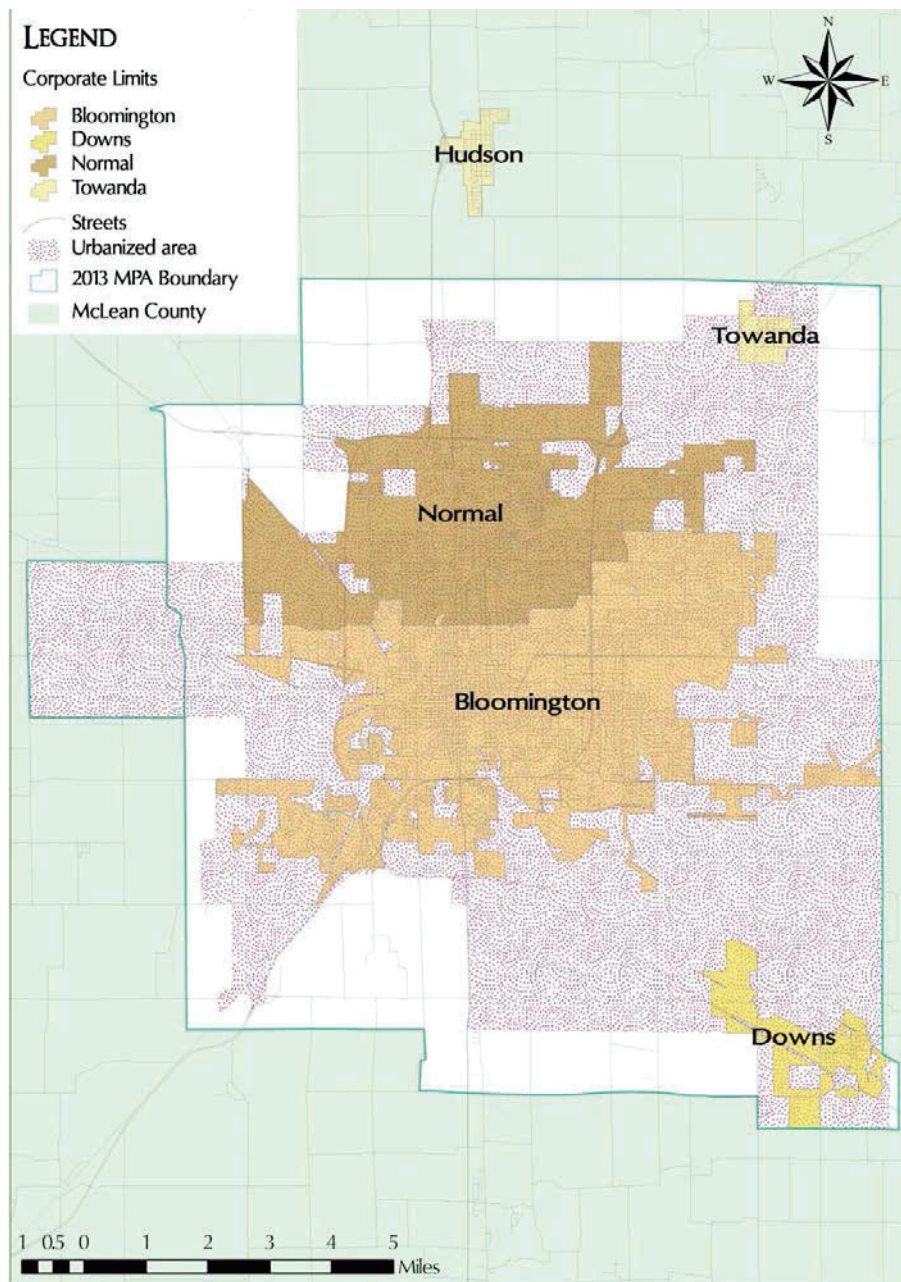
Cherry Lawson, City Clerk

Jeff Jurgens, Corporate Council



METROPOLITAN PLANNING AREA BOUNDARY

In compliance with the provisions of the Transportation Equity Act for the 21st Century the McLean County Regional Planning Commission Transportation Technical and Policy Committees adopted the Metropolitan Planning Area Boundary based on Census 2000. The McLean County Regional Planning Commission Transportation Technical and Policy Committees in FY 2003 proposed a revised Metropolitan Planning Area Boundary. The boundary was further revised based on Census 2010, and a minor expansion to include neighborhoods along Illinois Route 9 west of Bloomington. The map illustrates the revised boundaries of the planning area for which the Metropolitan Planning Organization has responsibility for transportation planning, pursuant to the provisions of SAFETEA-LU and MAP- 21.





The planning area is approximate 143 square miles in area, or 12% of the County's total area. Municipal areas within the planning area include the City of Bloomington, the Town of Normal, and the Villages of Downs and Towanda.

Delineation of metropolitan planning boundary:

- Beginning at the intersection of 1200 E Road (County Highway 39, Ropp Road) and 2000 N Road, the boundary extends east 9.35 miles along 2000N Rd to the intersection of 2000 N and 2100 E
- At this point the boundary runs south along 2100E 1 mile to 1900 N Rd (County Highway 14) and continues 1.5 miles along the section line to the intersection of 2100E and 1750N.
- From this point, the boundary continues south 5.5 miles to 1200N (County Highway 28; Ireland Grove Road), and extends 4.35 miles further south from 1200N to U.S. 150
- The boundary then runs .3 mile southeast along U.S. 150, to the eastern edge of Parcel I.D. No. 29-03-100-006; from this point the boundary runs south 1.08 miles from U.S. 150 to 650N
- The boundary then runs west 2.25 miles along and beyond 650N to 1900E (County Highway 29; Towanda-Barnes Road)
- At 1900E the boundary runs north .5 mile to 700N (County Highway 36)
- From the intersection of 1900E and 700N, the boundary runs west 5.5 miles along 700N to its intersection with 1375E
- From the intersection of 700N and 1375E the boundary runs 1.09 miles north to the southern boundary of Bloomington township
- From that point the boundary runs 3.85 miles west; it then runs 4.04 miles north to Six Points Road
- From Six Points Road the boundary continues north along 1000E to West Washington Street.
- The boundary extends west along Washington Street to County Highway 43, Covell Road.
- The boundary continues north along County Highway 43 to a point 150 feet north of 1650 N, And continues east to 975E
- On 975E the boundary runs north for 3.39 miles to Northtown Road. On Northtown Road the boundary runs east 2.47 miles to 1200E Road.
- On 1200E Rd (County Highway 39, Ropp Road), the boundary continues north for 2.05 miles to 2000N Road.

DRAFT FOR 2018-2022 TIP
For 2018-2022 projects: BLUE shaded projects - use STP funds; **ORANGE** shaded projects - illustrative in 2018-2022 TIP; **GREEN** shaded projects - amendments

Project No.	Section	Jurisdiction	Project Location	Termini		Description	Phase	Total Project Cost	Funding Source			Funding Detail
				Beginning (or cross street)	End				Local	State	Federal	
2018												
City of Bloomington												
B-16-10	16-00361-00-SW	B	Washington St. @UP RR tracks; RR milepost 126.5			Installation of sidewalk on n. side of Washington St. at Union Pacific RR tracks	C	\$130,000	\$0	\$26,000	\$104,000	FHWA Hazard Elimination Funds, 104,000 Federal 26,000 State
B-14-02	13-00351-00-TL	B	GE Road	Keaton Pl / Auto Row		Traffic signal installation & NB left turn lane	C	\$540,000	\$540,000	\$0	\$0	\$540,000 - BMFT
B-12-02	50-11-12535-13-00 06-00337-00-BR	B	Fox Creek Road & Bridge over RR	Danbury Drive	Union Pacific Railroad Bridge	Reconstruct as 4 lane Urban Section	C	\$7,400,000	\$5,950,000	\$1,450,000	\$0	5,950,000-BCIF, 1,450,000-ICC GCPF
B-16-04	50-01-43192-16-00 17-00362-00-PV	J	Towanda Barnes Road	Ireland Grove Road		Intersection Improvements	C	\$700,000	\$700,000	\$0	\$0	700,000 - BMFT
B-18-01	50-13-53002-18-00	B	City wide			Sidewalk and Ramp Improvements	C	\$820,000	\$820,000	\$0	\$0	770,000 - LMFT & BCIF, \$50,000 Priv Prop
B-18-00	50-01-53001-18-00	B	City wide			General Resurfacing of Various City Streets	C	\$3,670,762	\$3,670,762	\$0	\$0	3,670,762 - LMFT
B-18-05	50-01-53183-18-00	B	City wide			Pavement Preservation	C	\$200,000	\$200,000	\$0	\$0	200,000 - LMFT
B-18-06	18-00000-00-GM	B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT
2019												
City of Bloomington												
B-03-09	50-01-42063-94-01	B	Hamilton Road	Bunn Street	Commerce Drive	Street Improvements Phase II Design	E	\$1,000,000	\$200,000	\$0	\$800,000	800,000 - STU, 200,000 - BMFT
B-19-01	50-13-53002-19-00	B	City wide			Sidewalk and Ramp Improvements	C	\$1,099,602	\$1,099,602	\$0	\$0	1,049,602 - LMFT & BCIF, \$50,000 Priv Prop
B-19-00	50-01-53001-19-00	B	City wide			General Resurfacing of Various City Streets	C	\$3,527,833	\$3,527,833	\$0	\$0	3,527,833 - LMFT & BCIF
B-19-05	50-01-53183-19-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	100,000 - LMFT
B-19-06	19-00000-00-GM	B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT
B-18-07	50-01-12184-13-00	B	Lutz Road	Morris Ave		Reconstruct as 2 lane hybrid section	C	\$800,000	\$800,000	\$0	\$0	800,000 - BCIF
2020												
City of Bloomington												
B-03-09	50-01-42063-94-01	B	Hamilton Road	Bunn Street	Commerce Drive	Street Improvements Construction	ROW	\$2,000,000	\$400,000	\$0	\$1,600,000	1,600,000 - STU, 400,000 - BMFT
B-15-01	50-02-33073-13-00	B	Hershey Road	Fort Jesse Road		Traffic signal installation	E	\$55,000	\$55,000	\$0	\$0	55,000 - BMFT
B-15-02	50-02-33074-13-00	B	Airport Road	Fort Jesse Road		Traffic signal installation	E	\$55,000	\$55,000	\$0	\$0	55,000 - BMFT
B-20-01	50-13-53002-20-00	B	City wide			Sidewalk and Ramp Improvements	C	\$1,094,250	\$1,094,250	\$0	\$0	1,044,250 - LMFT & BCIF, \$50,000 Priv Prop
B-20-00	50-01-53001-20-00	B	City wide			General Resurfacing of Various City Streets	C	\$3,557,959	\$3,557,959	\$0	\$0	3,557,959 - LMFT & BCIF
B-20-05	50-01-53183-20-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	100,000 - LMFT
B-20-06	20-00000-00-GM	B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	500,000 - BMFT
2021												
City of Bloomington												
B-03-09	50-01-42063-94-01	B	Hamilton Road	Bunn Street	Commerce Drive	Street Improvements Construction	C	\$7,400,000	\$1,480,000	\$0	\$5,920,000	5,920,000 - STU, 1,480,000 - BMFT
B-15-01	50-02-33073-13-00	B	Hershey Road	Fort Jesse Road		Traffic signal installation	C	\$425,000	\$425,000	\$0	\$0	425,000 - BMFT
B-15-02	50-02-33074-13-00	B	Airport Road	Fort Jesse Road		Traffic signal installation	C	\$450,000	\$450,000	\$0	\$0	450,000 - BMFT
B-15-03		J	Jersey Avenue Bridge	over Sugar Creek		Reconstruct bridge	E	\$300,000	\$300,000	\$0	\$0	300,000 - BMFT

Project No.	Section	Jurisdiction	Project Location	Termini		Description	Phase	Total Project Cost	Funding Source			Funding Detail
				Beginning (or cross street)	End				Local	State	Federal	
B-21-00	50-01-53001-21-00	B	City wide			General Resurfacing of Various City Streets	C	\$3,561,829	\$3,561,829	\$0	\$0	3,561,829 - LMFT & BCIF
B-21-01	50-13-53002-21-00	B	City wide			Sidewalk and Ramp Improvements	C	\$1,109,402	\$1,109,402	\$0	\$0	1,089,402 - LMFT & BCIF, \$50,000 Priv Prop
B-21-02	50-01-53183-21-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	\$0 100,000 - LMFT
B-21-03		B	Streid Drive	Ireland Grove Rd		Traffic signal installation	E	\$55,000	\$55,000	\$0	\$0	\$0 55,000 - BMFT
B-21-04	21-00000-00-GM	B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	\$0 500,000 - BMFT
						2022						
						City of Bloomington						
B-15-03		J	Jersey Avenue Bridge	over Sugar Creek		Reconstruct bridge	C	\$1,630,000	\$1,630,000	\$0	\$0	1,630,000 - BMFT
B-16-06		B	Empire Street (IL 9)	Harvest Pointe Blvd		Construct EB Left Turn Lane	E, C	\$475,000	\$475,000	\$0	\$0	475,000 - BMFT
B-22-00	50-01-53001-22-00	B	City wide			General Resurfacing of Various City Streets	C	\$3,561,829	\$3,561,829	\$0	\$0	3,561,829 - LMFT & BCIF
B-22-01	50-13-53002-22-00	B	City wide			Sidewalk and Ramp Improvements	C	\$1,109,402	\$1,109,402	\$0	\$0	1,089,402 - LMFT & BCIF, \$50,000 Priv Prop
B-22-02	50-01-53183-22-00	B	City wide			Pavement Preservation	C	\$100,000	\$100,000	\$0	\$0	\$0 100,000 - LMFT
B-21-03		B	Streid Drive	Ireland Grove Rd		Traffic signal installation	C	\$500,000	\$500,000	\$0	\$0	\$0 500,000 - BMFT
B-22-04	22-00000-00-GM	B	City wide			Street Lighting - Electricity & Maintenance	E	\$500,000	\$500,000	\$0	\$0	\$0 500,000 - BMFT