CITY OF BLOOMINGTON COUNCIL MEETING APRIL 25, 2022

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA

REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 25, 2022, 6:00 P.M.

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

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

6. **Recognition/Appointments**

   A. Proclamation recognizing Arbor Day, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

   B. Recognition of a Boards & Commissions Appointment, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

   C. Recognition of and Presentation by the McLean County 2021-22 4H Robotics - PowerSurge Blast Team, who won the Champions Award in a State Competition, as requested by the Administration Department. *(Recommended Motion: None; recognition and presentation only.)*

7. **Consent Agenda**

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

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

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

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

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

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

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

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

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

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

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

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

M. Consideration and action to approve a Third Amendment to the Contract with Henson Disposal Inc. for bulk waste disposal for FY 2023, from May 1, 2022, to April 30, 2023, as a limited source, in the amount of $56.00 per ton, as

requested by the Public Works Department. *(Recommended Motion: The Third Amendment to the Contract be approved.)*

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

O. Consideration and action to approve the Proposal of Insurance and Client Services Agreement with J. Gallagher, in the amount of $1,269,982 for service from May 1, 2022 through April 30, 2023, as requested by the Human Resources Department. *(Recommended Motion: The proposed Agreement and Proposal of Insurance be approved.)*

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

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

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

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

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

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

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

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

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

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

8. Public Hearing

A. Public Hearing on a Proposed Annexation Agreement with QuikTrip Corporation for Land Located West of I-55 and South of West Market Street, in McLean County, Illinois, Consisting of 80 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: None; presentation and public testimony only.)*

i. Call to Order

ii. Staff Introduction

iii. Project Overview - QuikTrip

iv. Public Input

v. Close Public Hearing

9. Regular Agenda

A. Consideration and action on a Resolution Approving an Annexation Agreement with QuikTrip Corporation for Land Located West of I-55 and South of West Market Street, in McLean County, Illinois, Consisting of 80 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Kimberly Smith, Assistant Director of Economic & Community Development, 3 minutes; and City Council discussion, 15 minutes.)*

B. Consideration and action on 1) an Ordinance Approving the Annexation of Land Located West of I-55 and South of West Market Street, in McLean County, Illinois, Consisting of 80 Acres More or Less (a/k/a QuikTrip-Thompson Addition) to the City of Bloomington, McLean County, Illinois and 2) an Ordinance Providing for a Zoning Map Amendment for Annexed Property to B-1 (General Commercial) District and A (Agricultural) District Zoning, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinances be approved.) (Presentation by Kimberly Smith, Assistant Director of Economic & Community Development, 3 minutes; and City Council discussion, 3 minutes.)*

C. Consideration and action on an Ordinance Approving a Preliminary Plan for Property Located West of I-55 and South of West Market Street, in McLean County, Illinois, Consisting of 80 Acres More or Less (a/k/a QuikTrip-Thompson Addition) to the City of Bloomington, McLean County, Illinois, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kimberly Smith, Assistant Director of Economic & Community Development, 3 minutes; and City Council discussion, 3 minutes.)*

D. Consideration and action on an Ordinance Approving a Site Plan for a Vehicle Fueling Station in the B-1 (General Commercial) District, for Property Located West of I-55 and South of West Market Street, in McLean County, Illinois, Consisting of 80 Acres More or Less (a/k/a QuikTrip-Thompson Addition) to the City of Bloomington, McLean County, Illinois, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kimberly Smith, Assistant Director of Economic & Community Development, 3 minutes; and City Council discussion, 3 minutes.)*

E. Consideration and action on an Ordinance Approving the Development Agreement By and Between the City of Bloomington, Illinois and Toastman Group II, Inc (Egg Republic - 511 Chancellor Drive), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance and Agreement be approved.) (Presentation by Melissa Hon, Director of Economic & Community Development, 5 minutes; and City Council discussion, 5 minutes.)*

F. Consideration and action to approve a Contract with Donohue and Associates, Inc., for Systemwide Potable Water Distribution Improvements Preliminary Design, in the amount of $1,497,400, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.) (Presentation by Kevin Kothe, Public Works Director, 10 minutes; and City Council discussion, 10 minutes.)*

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

be approved.) (Presentation by Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; and Jeff Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 5 minutes.)

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

RECOGNITIONS

RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: April 25, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing Arbor Day, as requested by the Administration Department.

RECOMMENDED MOTION:
None; recognition only.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5e. More attractive city: commercial areas and neighborhoods

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 4/19/2022 Tara Henry, Legislative Assistant 4/19/2022

Attachments:

- ADM 1B Proclamation - Arbor Day

TREE CITY USA®

An Arbor Day Foundation Program

★★★ OFFICIAL PROCLAMATION ★★★

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, ***and***

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, ***and***

WHEREAS Arbor Day is now observed throughout the nation and the world, ***and***

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, ***and***

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, ***and***

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, ***and***

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, IL, do hereby proclaim April 29th, 2022 as **ARBOR DAY** In the City of Bloomington, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, ***and***

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 25th day of April, 2022

Mayor Mboka Mwilambwe

Arbor Day Foundation®

RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: April 25, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of a Boards & Commissions Appointment, as requested by the Administration Department.

RECOMMENDED MOTION:
None; recognition only.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included Appointment is representative of City Council's approval from the April 11, 2022 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager	4/19/2022	Tara Henry, Legislative Assistant	4/19/2022

Attachments:

- ADM 1B Recognition of Mayoral Appointment

Appointment

Gina Lavazza: Citizens' Beautification Committee

RECOGNITION/APPOINTMENTS ITEM NO. 6.C

FOR COUNCIL: April 25, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of and Presentation by the McLean County 2021-22 4H Robotics - PowerSurge Blast Team, who won the Champions Award in a State Competition, as requested by the Administration Department.

RECOMMENDED MOTION:
None; recognition and presentation only.

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

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

BACKGROUND: A Robo design and Innovation project from the PowerSurge Blast Robotics Club will be presented to Council. The PowerSurge consists of two teams, Blast and Storm, made up of youth in grades 4-9. The Blast team was a finalist at the state competition, winning the Champions Award, with Devanand Chatrathi as the PowerSurge Blast Team Coach.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 4/20/2022 Tara Henry, Legislative Assistant 4/21/2022

CONSENT AGENDA

CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: April 25, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the March 28, 2022, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed Minutes be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

Leslie Yocum, City Clerk 4/20/2022 Tara Henry, Legislative Assistant 4/21/2022

Attachments:

- CLK 1B DRAFT 03-28-22 Council Meeting Minutes - Regular Session

MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, MARCH 28, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, March 28, 2022. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

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

Recognition/Appointments

A. Proclamation recognizing WZND Day

Mayor Mwilambwe presented a Proclamation recognizing April 1, 2022 as WZND Day. Steve Suess, Illinois State University Director of Convergent Radio Broadcasting, and Madeline Mohr, WZND General Manager, accepted the Proclamation. Mr. Seuss shared that for the 3rd time in 5 years, WZND had received the Broadcast Association's Signature Station Award, recognizing it as the top college radio station in the world, out of more than 700 stations. Ms. Mohr expressed her appreciation for the recognition.

B. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers Nicholas VanWaes, Samantha Berry, and Hector Melchor upon their completion of the probationary period

Police Chief Simington acknowledged Officers Nicholas VanWaes, Samantha Berry, and Hector Melchor, who had received their Commission after completing an 18-month probation. Chief Simington recognized them individually, listing their accomplishments and celebrating them alongside their family and friends.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. No emailed public comment was received. The following individuals provided in-person public comment: (1) Scott Stimeling; (2) Gary Lambert; and (3) Dick Taylor.

DRAFT

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Becker, that the Consent Agenda, including all items listed below, be approved as presented with the exception of Item 7.I.

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

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

Motion carried.

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

Item 7.B. Consideration and action to approve Bills and Payroll in the amount of $6,315,974.92, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 7.C. Consideration and action to approve the Purchase of three (3) Heavy Duty Rear Loaders from McNeilus Truck Manufacturing Co., using the Sourcewell Contract (#091219-MCN, exp. 11/15/23), for a total of $669,066.00, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

Item 7.D. Consideration and action to approve an Intergovernmental Agreement with the County of McLean regulating use of the Police Range Facility, as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

Item 7.E. Consideration and action to approve an Intergovernmental Agreement with McLean County for Booking Fees, in the amount of $27,720 annually, as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*

Item 7.F. Consideration and action on an Ordinance Approving Dedication of a Public Utility Easement in Water Tower Subdivision at the Hamilton Water Tank, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7.G. Consideration and action on an Ordinance Approving Amendments to Farm Leases on Two City of Bloomington Farms Commonly Known As Parker Bottom and Farm #8425, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7.H. Consideration and action on a Resolution Adopting the Official 2021 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2020 Zoning Map Adopted by Council on March 22, 2021, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*

Item 7.I. was removed from the Consent Agenda by Council Member Crabill.

Item 7.J. Consideration and action on an Ordinance Reinstating the Preliminary Plan of Fox Lake Subdivision and Approving the Final Plat of the Fox Lake Subdivision Seventh

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

Item 7.K. Consideration and action on an Ordinance Approving a Property Transfer to the Bloomington Public Library Pursuant to the Local Government Property Transfer Act, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7.L. Consideration and action on a Ordinance Approving a Zoning Map Amendment from D-2 (Downtown Transitional) District to P-2 (Public Lands & Institutions) District, for the Property located at 413 E. Washington Street and 410 E. Front Street (PIN: 21-04-411-013), 0.77 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7.M. Consideration and action on a Ordinance Approving a Zoning Map Amendment from R-1C (Single Family Residence) District to B-2 (Local Commercial) District, for the Property Located at 309 E. Wood Street (PIN: 21-09-207-013), 0.89 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7.N. Consideration and action to approve a Lake Bloomington Lot Transfer, Petition for Lot 11 in Block 22 in Camp Potawatomie, from Anne Matter to Anne Matter, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer, Petition be approved.)*

Item 7.O. Consideration and action to approve a Lake Bloomington Lot Transfer and Petition for Lot 2 in Block 13 in Camp Potawatomie, from Jacon Allen to the petitioner, Aaron Hubbard, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Petition be approved.)*

Items Removed from Consent Agenda

The following item was pulled from the Consent Agenda by Council Member Crabill:

Item 7.I. Consideration and action on an Ordinance Amending Bloomington City Code Chapter 2 and Chapter 29 Regarding Collection Costs, as requested by the Finance Department.

Council Member Crabill addressed his having moved to table the Item at a February Council meeting, reminding Council and the public of his earlier concerns. He spoke about conversations he'd had with the League of Women's Voters and Jeff Jurgens, Corporation Counsel, to gain clarity on the proposal. He described City procedures to collect judgements. He noted Council Member Mathy's previous recommendation of adjusting judgements based on income and how City collections took income into consideration when establishing payment plans. Council Member Crabill expressed his support of the Item as presented and noted additional information would be provided to Council on towing fees.

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

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

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

Motion carried.

Public Hearing

A. Public Hearing for the FY2023 Proposed Budget, as requested by the Finance Department.

Mayor Mwilambwe opened the public hearing at 6:30 p.m.

City Manager Tim Gleason stated that staff had no additional comments on the Fiscal Year 2023 ("FY23") budget. He noted that the public hearing was a required step for the budget approval process and explained the next steps in the process.

Mayor Mwilambwe welcomed public testimony and asked City Clerk Leslie Yocum if anyone had come forward to speak. Mrs. Yocum confirmed that no one was present to testify.

Council Member Boelen expressed support, noting her focus on funding the Bloomington Street Plan. She was not in favor of funding additional work in the Grove subdivision, preferring instead to fund maintenance and repair of sewer infrastructure.

Council Member Montney compared the $186 million budget for FY16 to the $269 million budget for FY23 on a flat population. She offered advice on how future budgets should be pulled together.

Council Member Crabill responded to Council Member Boelen's comments on the Grove and urged Council to determine whether to focus on in-fill development or expanded development. He expressed appreciation for continued infrastructure projects in FY23.

Council Member Mathy expressed his opposition of additional development of the Grove, and explained that after a conversation with an engineer, he understood that the Grove needed to be developed first based on its geographical location to Kickapoo Creek. He further explained that a pump station would need to be developed and the City would then need in-fill back towards the City to avoid future infrastructure issues. He was extremely interested in continuing housing development and improving infrastructure of older areas in Bloomington.

Mayor Mwilambwe closed the public hearing at 6:38 p.m.

Regular Agenda

The following item was presented:

Item 9.A. Presentation and discussion of the Public Safety and Community Relations Board (PSCRB) Annual Report, as requested by the Administration Department.

City Manager Gleason introduced the Item and noted that the Item was an annual report. He listed staff that were available for additional input if needed.

Dr. Ashley Farmer, Chairperson of the Public Safety and Community Relations Board ("PSCRB"), addressed Council. She discussed the meeting schedule of monthly and quarterly meetings, as well as locations, and discussed community involvement. She went on to discuss the review process and the determination made on the only request for review received in 2021. Dr. Farmer then discussed each of the PSCRB's action items: (1) PSCRB and Not In Our Town Survey Update; (2) Creation of a PSCRB Email; (3) A bi-annual review by the PSCRB of complaints filed; (4) An updated PSCRB informational brochure; (5) An update on

the recruitment of Youth Board Members; (6) A review of IDOT data and racial disparities in traffic stops; and (7) A discussion of the potential purchase of the Flock System Automated License Plate Readers.

Council Member Urban confirmed with Dr. Farmer there had only been one new complaint since March 2021. Council Member Urban expressed interest in increasing the PSCRB's responsibilities. She encouraged Dr. Farmer to work with staff to create a proposal on how the PSCRB could increase community involvement and bridge the gap between the community and the Bloomington Police Department. She requested a presentation before Council in a few months. Dr. Farmer expressed interest in updating the PSCRB's capacity.

Council Member Emig supported Council Member Urban's request to expand the PSCRB's capacity. She asked if there was interest in another survey. Dr. Farmer explained that while the PSCRB were interested, the PSCRB was comprised only of volunteers with limited resources. She explained issues they'd encountered and how the limited resources prevented accurate responses. Council Member Emig suggested ideas for collaboration with other successful ongoing community surveys.

Council Member Crabill acknowledged that despite issues with the survey, the overall feedback on BPD was positive. Dr. Farmer confirmed. They then discussed opportunities to increase interest in youth membership. Council Member Crabill reminded the community of the purpose and role of the PSCRB.

Council Member Mathy proposed to include surveys in printed utility bills and links in electronic utility bills to gain additional data and combat issues with the previous survey.

Council Member Ward supported the idea and applauded the PSCRB's work to ensure the community understands that their opinion is valued.

The following item was presented:

Item 9.B. An Ordinance Authorizing a Construction Contract Between the City of Bloomington and P.J. Hoerr Inc. for the O'Neil Park & Pool Improvement Project (Bid #2022-10), in the amount of $13,870,320 and an Ordinance amending the Fiscal Year 2022 Budget, in the amount of $10,524,829: $8,212,414.50 in the General Fund and $2,312,414.50 in the Capital Improvement Fund, for the O'Neil Pool Project as requested by the Parks, Recreation & Cultural Arts Department and the Finance Department., as requested by the Parks, Recreation and Cultural Arts Department.

Eric Veal, Director of Parks, addressed Council. He provided a brief overview of the project, including community engagement to date. He walked through digital renderings, highlighting key points of interests and improvements, noting areas that could accommodate future expansion opportunities. He discussed community partnerships that had come together to ensure success and access for all to the park. He acknowledged that an initial $20,000 scholarship that had been received to aid low-income families in obtaining pool passes had grown to over $32,000. He listed multiple community benefits and investments and discussed additional community needs and requests. Mr. Veal stressed that while the park was a rejuvenation project, the City had successfully operated and maintained the previous pool for more than 40 years.

Council Member Becker stated that while he supported the project, he would continue to express concerns with the prioritization of funding.

Council Member Crumpler supported the project and asked if there had been a conversation with the selected contractor to reduce the costs. Mr. Veal stated that staff had made multiple cuts during the planning stage to keep the costs low.

City Manager Gleason assured Council that if approved, the project would have strict budget oversight.

Council Member Crumpler and City Manager Gleason discussed the option to fund a portion of the project from City reserves. Council Member Crumpler recommended that staff reach out to local businesses for naming rights to portions of the park, such as the splash pad.

Council Member Boelen, Mr. Veal, and Scott Rathbun, Finance Director, discussed specific budget line items.

Council Member Boelen and City Manager Gleason discussed contract terms and previous discussions on scaling the project to reduce fees.

Council Member Montney supported the project and asked the fate of Holiday Pool. Mr. Veal stated that Holiday Pool would be maintained as long as possible, but that the new O'Neil Pool, as presented, could support the community if Holiday Pool closed. Council Member Montney and Mr. Veal discussed phase two amenities of the O'Neil Pool project. Mr. Veal listed additional sources of revenue, including additional grants that had recently become available. Council Member Montney further stressed her concerns on overall costs.

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

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

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

Motion carried.

Council Member Mathy supported the project and expressed appreciation for the project team.

Council Member Emig asked if Council would have to approve a change order to permit additional funding if the project ran out of allocated funds. Mr. Veal confirmed. Council Member Emig emphasized how money spent on the project would enhance the community and believed that the City would see a return on monies spent.

Council Member Ward highlighted that the project enhanced the core area of Bloomington and recognized the level of community input received. She noted numerous benefits to the community, including jobs, and then listed many ways the project would positively impact the community.

Council Member Ward made a motion, seconded by Council Member Crabill, that the proposed ordinances be approved, including: (1) the ordinance authorizing the construction contract with P.J. Hoerr Inc. in the amount of $13,870,320 for the O'Neil Park & Pool Improvement Project; and (2) the ordinance amending the Fiscal Year 2022 Budget.

Council Member Boelen reiterated her concerns on size and fiscal responsibility. She

explained that while she previously did not support the project, she would focus her vote on the funding aspect.

Mayor Mwilambwe recognized the hard work and dedication to details by the Parks, Recreation, & Cultural Arts Department staff. He was excited for such a development to go on the westside of Bloomington and for the opportunities the development would bring for residents. He encouraged the City to continue to work together to create sponsorships for community members that could not otherwise afford a membership.

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

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

NAYS: Montney, Becker

Motion carried.

The following item was presented:

Item 9.C. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as it relates to the Library Maintenance and Operating Budget, in the amount of $21,266,838, as requested by the Bloomington Public Library and the Finance Department.

Jeanne Hamilton, Library Director, addressed Council and presented renderings of the Bloomington Public Library ("BPL") expansion while highlighting key upgrades or changes made at the direction of Council and public input. She then reviewed the project timeline to date and discussed projected renovation steps. She stated that Felmley-Dickerson had been selected as the general contractor and was the lowest bidder. Mrs. Hamilton then discussed the project budget, highlighting the $620,450 in pledges and donations received.

City Manager Gleason highlighted the work of the BPL staff and the BPL Board.

Council Member Mathy was excited for the project. He discussed voting procedure to approve multiple items with Corporation Counsel Jeff Jurgens. It was determined that all items on the Regular Agenda would be voted on separately.

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

Council Member Boelen echoed Council Member Mathy's sentiment. She stated that since the majority of Council approved the expansion project, she would vote to fund it.

Council Member Crumpler exuded excitement for the BPL expansion and noted the benefits of increased access to literacy of all forms.

Julian Westerhout, BPL President, noted that while the BPL Board had selected the lowest bidder for the project, they were pleased the company was Bloomington-based.

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

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

NAYS: Montney, Becker

Motion carried.

The following item was presented:

Item 9.D. Consideration and action to approve an Intergovernmental Agreement between the Bloomington Public Library and the City of Bloomington related to issuance of bonds for the Library Expansion and Renovation, as requested by the Finance Department.

City Manager Gleason stated that staff would discuss both Item 9.D. and 9.E. at the same time. Mr. Rathbun stated that while both items would be discussed together, the items would need to be voted on separately. He defined a general obligation ("GO") bond and provided examples of bond sales. He went on to discuss credit ratings in detail and highlighted that the City was AA rated, as well as the benefits of the good standing. Mr. Rathbun then discussed the requested $20 million, 20 year GO Bond for the Bloomington Public Library ("BPL") and O'Neil Park and Pool Renovation. He compared Bloomington's GO debt based on per capita and population to four Central Illinois cities of similar size. He reminded Council that Bloomington would eliminate debts of previous projects over the next few years. He explained that libraries were unauthorized to issue bonds and therefore, the City issued the bond per an Intergovernmental Agreement ("IGA"). He stated that staff recommended the IGA with the BPL and that the Ordinance authorized the GO Bond up to $20 million.

Council Member Becker asked how money would be applied if donations or sponsorships were received. Mr. Rathbun explained that the monies could be set aside for future bond use to reduce the amount that would need to be levied against the residents. Council Member Becker stated that while he preferred the projects to be lower, he believed the proposed funding through the GO bond was a smart funding strategy.

Council Member Montney relayed an encounter with a resident who heavily considered relocation out of Bloomington and Illinois due to high taxation. She noted that Illinois had some of the highest taxing bodies in the country and reiterated her previous position to reduce costs in other areas. She stated that while she appreciated the projects presented, her campaign promise was to continue to vote against raising taxes.

Council Member Mathy made a motion, seconded by Council Member Urban, that the proposed Agreement be approved.

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

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

Motion carried.

The following item was presented:

Item 9.E. Consideration and action on an Ordinance Providing for the Issuance of Not to Exceed $20,000,000 General Obligation Bonds of the City for the Purpose of Financing Capital Improvements in the City and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on the Bonds, as requested by the Finance Department.

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

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

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

Motion carried.

The following item was presented:

Item 9.F. Consideration and action on a Resolution Approving a Policy Relative to Redistricting (2020 Census), as requested by the Legal Department.

City Manager Gleason stated that redistricting was required based on the population increase in the 2020 census.

Jeff Jurgens, Corporation Counsel, expanded on City Manager Gleason's comments. He stated that wards had to be as compact, contiguous, and balanced as possible. He went on to explain that a balanced ward would ideally have approximately 8,742 residents and that currently Ward 7 was under and Ward 8 was over. He explained that since the two wards weren't directly next to each other, multiple wards would have to be adjusted to achieve balance. Mr. Jurgens explained the redistricting process and how GIS database could be utilized to create multiple redistricting map options. He suggested a review process of posting the maps online to allow community input, and mentioned the maps coming for Council consideration in July to adopt one of the new configurations. He explained the City needed to be mindful of upcoming elections so that a new map could be approved prior to campaign candidates canvassing.

Mayor Mwilambwe and Mr. Jurgens discussed cautioning tabling the item.

Council Member Ward asked why the City chose the presented method versus a community-input based method similar to McClean County. Mr. Jurgens stated that any number of methods could be used, but that staff were focused on a data-driven method where the community could provide input in a variety of ways, including at a Committee of the Whole meeting.

Council Member Crabill suggested a public hearing once three redistricting map options were created. He then asked the correlation between the City's redistricting maps and the Bloomington Election Commission's (BEC) new precinct maps. Mr. Jurgens stated that the BEC had advised that their new precinct maps would not be ready in time and therefore, City staff had to enact a plan for redistricting. Council Member Crabill and Mr. Jurgens discussed whether the new ward maps would become effective as of the next election.

Council Member Mathy appreciated the staff's proactive timeline.

Council Member Boelen made a motion, seconded by Council Member Crabill, that the proposed Resolution be approved.

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

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

Motion carried.

Finance Director's Report

Mr. Rathbun presented major tax revenues of Fiscal Year 2022 ("FY22") and highlighted year-to-date variances, as well as causes of said variances. He then discussed FY22 general fund revenues and expenditures, highlighting key factors, and changes to reporting. He finished with a FY22 enterprise fund summary.

City Manager's Discussion

City Manager Gleason discussed upcoming Downtown events.

Mayor's Discussion

Mayor Mwilambwe did not have any comments.

Council Member's Discussion

Council Member Mathy regretfully announced his resignation as Ward 1 Council Member effective following the meeting. He stated that he wanted to take time to focus on his family, personal life, and his business. He noted an opportunity that had arose during the winter and that after attorney consultations, the opportunity would legally under Illinois law prevent him from remaining on Council. He recognized the great strides Bloomington had made since he began on Council and noted items that he wished he had more time to move forward. He then thanked his wife, Ward 1 constituents, his employees at Red Racoon, the Mayor, his fellow Council Members, and City staff for their support. He emphasized that he would continue to be involved in the community and wished everyone the best of luck.

Mayor Mwilambwe expressed his appreciation for Council Member Mathy and thanked him for his service.

Council Member Urban thanked Council Member Mathy for his inspiring service to the community.

Executive Session

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 8:26 p.m.

CITY OF BLOOMINGTON	**ATTEST**
Mboka Mwilambwe, Mayor	Amanda Stutsman, Deputy City Clerk

DRAFT

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: April 25, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $6,391,871.86, as requested by the Finance Department.

RECOMMENDED MOTION:
The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $6,391,871.86 (Payroll total $2,689,574.39, Accounts Payable total $3,446,913.96, Bank Transfers total $141,624.30 and Procurement Card Purchases total $113,759.21).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director 4/20/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/8/2022	$ 2,097,461.49	$ 556,347.90	$ 2,653,809.39
4/13/2022-4/14/2022 Off Cycle Adjustments	$ 35,000.00	$ 765.00	$ 35,765.00
		PAYROLL TOTAL	**$ 2,689,574.39**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
4/25/2022	AP General	$ 3,369,344.20
	AP JMScott	
4/25/2022	AP Comm Devel	$ 18,977.57
4/25/2022	AP IHDA	$ 1,633.00
4/25/2022	AP Library	$ 37,459.19
	AP MFT	
4/7/2022	Out of Cycle	$ 19,500.00
2/7/2022-4/12/2022	AP Bank Transfers	$ 141,624.30
	AP TOTAL	**$ 3,588,538.26**

PCARDS

Date Range		
3/1/2022-3/31/2022	$	113,759.21
PCARD TOTAL	**$**	**113,759.21**

GRAND TOTAL	**$**	**6,391,871.86**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: April 25, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Appointments and Reappointments be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies

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

Citizens' Beautification Committee: Joya Davis to the Citizens' Beautification Committee. Joya is being appointed for a three-year term, effective 5-1-22 with an expiration date of 4-30-25. Application is on file in the Administration Office.

Citizens' Beautification Committee: Ron Frazier to the Citizens' Beautification Committee. Ron is being appointed for a three-year term, effective 5-1-22 with an expiration date of 4-30-25. Application is on file in the Administration Office.

Historic Preservation Commission: Kim Miller to the Historic Preservation Commission. Kim's appointment is effective immediately with an expiration date of 4-30-23. Application is on file in the Administration Office.

Human Relations Commission: Vivian Doctora to the Human Relations Commission. Vivian is being re-appointed for a three-year term, effective 5-1-22 with an expiration date of 4-30-25. Application is on file in the Administration Office.

Library Board of Trustees: Alicia Henry to the Library Board of Trustees. Alicia is being reappointed for a three-year term, effective 5-1-22 with an expiration date of 4-30-25. Application is on file in the Administration Office.

Library Board of Trustees: Van Miller to the Library Board of Trustees. Van is being reappointed for a two-year term, effective 5-1-22 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Library Board of Trustees: Julian Westerhout to the Library Board of Trustees. Julian is being

reappointed for a two-year term, effective 5-1-22 with an expiration date of 4-30-24. Application is on file in the Administration Office

Public Safety & Community Relations Board: Arthur Taylor to the Public Safety and Community Relations Board. Arthur is being reappointed for a three-year term, effective 5-1-22 with an expiration date of 4-30-25. Application is on file in the Administration Office.

Public Safety & Community Relations Board: Jeff Woodard to the Public Safety and Community Relations Board. Jeff is being reappointed for a three-year term, effective 5-1-22 with an expiration date of 4-30-25. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 4/20/2022 Tara Henry, Legislative Assistant 4/20/2022

Attachments:

- ADM 1B Citizens Beautification Roster
- ADM 1C Historic Preservation Roster
- ADM 1D Human Relations Commission
- ADM 1E Library Board
- ADM 1F PSCRB

Citizens' Beautification Committee

Mayor Appointed	Staff/ Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Sara	Kemp	04/30/24	2018	04/12/21
x	Chair	Robin	VanDermay	04/30/23	2014	04/30/20
x		Becky	Altic	04/30/23	2020	09/28/20
x		Daniel	Freburg	04/30/22	2018	04/22/19
x		Joni	Painter	04/30/24	2021	06/14/21
x				04/30/22		
x		Adriane	Powell	04/30/22	2018	04/22/19
x				04/30/23		
x		Connor	Kaeb	04/30/24	2022	01/10/22
x		Gina	Lavazza	04/30/24	2022	04/11/22
x		Eric	Hansen	04/30/22	2020	04/13/20
x				04/30/22		

Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Dawn	Peters	04/30/24	2020	04/12/21
x				04/30/23		
x		Georgene	Chissell	04/30/23	2017	04/27/20
x	Attorney	John	Elterich	04/30/23	2021	11/22/21
x	Chair/Architect	Paul	Scharnett	04/30/23	2017	04/27/20
x		Sherry	Graehling	04/30/22	2012	04/22/19
x	Vice-Chair	Greg	Koos	04/30/22	2020	10/26/20

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	First Appt	Re/Appoint Date
x		Kiranmayi (Kiran)	Konam	04/30/23	2014	04/27/20
x		Uma	Kailasam	04/30/23	2021	11/22/21
x		Anthony	Jones	04/30/24	2016	03/22/21
x	Chair	Rhonda	Smith	04/30/23	2011	04/27/20
x		Vivian	Doctora	04/30/22	2021	09/27/21
x		Ky	Ajayi	04/30/22	2019	04/22/19
		Netia	Carey	04/30/23	2020	04/27/20

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		John	Argenziano	04/30/23	2018	6/25/18
x	Treasurer	Alicia	Whitworth	04/30/23	2016	3/27/17
x	Secretary	Van	Miller	04/30/22	2015	4/22/19
x		Dianne	Hollister	04/30/24	2017	4/12/21
x		Matthew	Watchinski	04/30/24	2018	4/23/21
x	President	Julian	Westerhout	04/30/22	2015	4/22/19
x		Catrina	Parker	04/30/23	2018	12/17/18
x	Vice President	Susan	Mohr	04/30/24	2017	4/12/21
x		Alicia	Henry	04/30/22	2016	4/22/19

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appt Date
x		William	Bennett	04/30/24	2017	04/12/21
x		Rachel	McFarland	04/30/23	2021	10/11/21
x		Surena	Fish	04/30/24	2017	04/12/21
x	Chair	Ashley	Farmer	04/30/23	2021	02/22/21
x		Arthur	Taylor	04/30/22	2017	04/22/19
x		Jeffery	Woodard	04/30/22	2017	04/22/19
x				04/30/23	2020	

CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department and Parks and Recreation Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve 1) the Purchase of two (2) 14-Passenger Buses from Midwest Transit Equipment (Bid #2022-35), in the amount of $202,540, and 2) the Authorization to trade-in the replaced unit, as requested by the Public Works Department and the Parks and Recreation Department.

RECOMMENDED MOTION:
The proposed Purchase and Trade-in be approved.

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

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

BACKGROUND: Public Works and Parks, Recreation, and Cultural Arts (PRCA) are recommending 1) the Purchase of two (2) 14-Passenger Buses from Midwest Transit Equipment, in the amount of $202,540, and 2) Authorization to trade-in the replaced unit.

The Public Works Department prepared a bid that was released on March 24, 2022. The bid was due to the City on April 6, 2022. The City received one (1) bid. Staff is recommending awarding the bid to Midwest Transit Equipment of Kankakee, Illinois, (Bid #2022-35) in the amount of $202,540.00 for both units. Staff requests the replaced unit be declared surplus and be traded in toward the purchase of the new unit with a trade credit of $3,000.

The first unit to replace is Unit 721 in Recreation. The unit is a 2012 Ford E-450 14-Passenger Bus that was scheduled for replacement in FY 20 but due to COVID-19 was moved to FY 22. Unit 721 is 10 years old with 93,121 miles. It is projected to have over 100,000 miles by the time the replacement unit is put into service. Total maintenance cost to date for this unit is $7,038.39. Recent issues have included tire replacement, auxiliary HVAC system, body electrical and lights, brakes, engine belt and tensioner, driver's seat, starter, and wheelchair lift. Timely replacement of these units is needed because these units travel out of the city with elderly and special needs children. Also, when the bus has a problem, sometimes over the weekend, it is difficult to find a repair facility that can resolve the issue. This can leave the passengers having to be transported in multiple, smaller vans that are not equipped to handle passengers with special needs.

The second unit is an additional unit to be paid out of the Special Opportunities Available in Recreation (SOAR) budget. The vehicle will provide the ability for PRCA to add more participants to both SOAR and senior programs that have a waiting list. The capacity is determined by the number of seats available in the current vehicles.

These vehicles are used for door-to-door transportation services for people with disabilities and seniors who are unable to utilize the city bus or other modes of transportation. This is limited to in-town pick-ups and drop-offs only.

The vehicles are also used for transporting participants to and from community facilities within Bloomington/Normal, such as to movie theaters, parks, trails, restaurants, the bowling alley, Bloomington Ice Center, museums, parks facilities, concert/play venues, etc. It is also used to transport groups to out-of-town sites, such as Starved Rock State Park for trail hikes and tours, to museums, historical sites, pumpkin patches & orchards, zoos, entertainment venues, sports facilities, etc. These out-of-town trips typically do not exceed 90 miles one way on a regular basis. However, for special events, free festivals, or day long trips, the vehicles can be used to travel anywhere from Bloomington up to Chicago or to St. Louis. In almost all cases, a vehicle with the use of a wheelchair lift is necessary to transport individuals who use wheelchairs or walkers.

PRCA also regularly uses the vehicles for day-long or overnight trips for Special Olympic sport competitions to Chatham, Rockford, Decatur, Peoria and Mattoon. This travel would require the use of all available vehicles, in most cases, at least 15 times each year. The vehicles' primary use is to transport people. However, supplies/equipment may also be taken with the group, such as sports equipment or picnic supplies.

Use of vehicles are scheduled during the day and evening hours during the week and for longer period of times (half to full day or overnight) on the weekends.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in *The Pantagraph* and on *OPENGOV* on March 24, 2022.

FINANCIAL IMPACT: If approved, the two (2) units will cost $202,540.00 in total ($101,270.00 each) and will be paid for out of the Recreation-Capital Outlay Licensed Vehicle account (10014112-72130) and SOAR-Capital Outlay Licensed Vehicle account (10014170-72130).

The total budgeted for each vehicle in FY 2022 is $66,950 each ($133,900 for both). To make up the difference of $68,640 these purchases a budget transfer will be processed moving $34,320 from the Information Technology-Capital Outlay Office & Computer account (10011610-72120) to the Recreation-Capital Outlay Licensed Vehicle account (10014112-72130) and $34,320 from the Information Technology-Capital Outlay Office & Computer account (10011610-72120) to the SOAR-Capital Outlay Licensed Vehicle account (10014170-72130).
These units were originally budgeted to be paid via the capital lease; however, the City Council approved a budget amendment on August 9, 2021, authorizing all General Fund machinery, equipment, and vehicles in FY 2022 to be paid for in cash.
Stakeholders can locate this vehicle in the FY 2022 Budget Book titled “Other Funds & Capital Improvement” on page 91.

COMMUNITY DEVELOPMENT IMPACT: Goal HL-3. Ensure a healthy environment and accessibility of parks and open spaces, Objective HL-3.2. Ensure accessibility of parks, open spaces, and other recreational facilities to all residents.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, Director of Public Works 4/11/2022

Chris Tomerlin, Budget Manager 4/18/2022

Carla Murillo, Procurement Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/18/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PRCA 1B Bid Tab_14-Passenger Bus Purchases 04252022
- PRCA 1C Bid Information_14-Passenger Bus Purchases 04252022

City of Bloomington
Public Works
Kevin Kothe, Director
109 E. Olive Street, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2022-35

PRCA New Buses (2) 14 Passenger

RESPONSE DEADLINE: April 6, 2022 at 10:00 am
Report Generated: Thursday, April 7, 2022

SELECTED VENDOR TOTALS

Vendor	Total
MIDWEST TRANSIT EQUIPMENT INC	$202,540.00

PRICE PROPOSAL FOR PARKS BUSES (2) - 14 PASSENGER

Please complete the supplemental Bid Form in the Vendor Questionnaire section - #11.

					MIDWEST TRANSIT EQUIPMENT INC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Two (2) 2022 or newer 14 passenger buses and all bid specifications for the buses listed.	2	Each	$102,770.00	$205,540.00
X	2	Less Trade-In for 2012 Ford E450 (14) Passenger Elkhart Bus (VIN #1FDFE4FS7CDB11102). MUST ENTER AS A NEGATIVE NUMBER (CREDIT AMOUNT).	1	Each	-$3,000.00	-$3,000.00
Total						$202,540.00

DANVILLE AREA COMMUNITY COLLEGE, CARL LEWIS, 2000 E. MAIN ST., DANVILLE, IL 61832. CLEWIS@DACC.EDU. SUPPLY TEAM ATHLETIC BUSES.

10. Bid Form*

Bid #2022-35
PRCA New Buses (2) 14 Passenger

By submitting a response to this solicitation, we, the authorized person(s) for this organization, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the work, as required in this solicitation, in a complete, neat, and workmanlike manner.

Confirmed

11. Supplemental Bid Form - All questions need to be answered for your bid to be considered responsive.*

Year, Make, and Model Chassis (for both buses)

Answer:

Year, Make, and Model Body (for both buses)

Answer:

Estimated Delivery Days from Receipt of Order

Answer:

CHASSIS; 2023 FORD E SERIES; BODY: 2022 STARCRAFT : DELIVERY ESTIMATED AT 12-18 MONTHS BUT THIS IS CONSTANTLY CHANGING DUE TO CHASSIS CSHORTAGES AND HUGE BACKLOGS

City of Bloomington IL
Bid #2022-35

PARKS, RECREATION AND CULTURAL ARTS (PRCA) DEPARTMENT NEW BUSES (2) - 14 PASSENGER

Important information regarding this Invitation to Bid
All bidders please read carefully.

All of the following eleven (11) items are required for the above listed vehicle**, EXCEPTIONS** will not be granted on these items. Variations will only be granted if the item is covered in the individual bid specifications.

The City of Bloomington does reserve the right to reject any bid for any reason. The City of Bloomington does reserve the right to reject any bid and purchase like equipment from the State of Illinois or other Joint Purchasing Program if comparable equipment and competitive pricing is available.

1. All components provided in this specification shall be factory new, current model year and current design unless otherwise stated in the individual specification. AS BID

2. The following bid specifications are **minimum requirements** unless noted otherwise next to the item.

3. Any variations from the following minimum specifications shall be noted in the variance form that is in the attachments. You will need to download the variance form if needed and upload to the Vendor Questionnaire – Other Documentation.

4. In the event that your bid does not comply you are required to explain your variations on the form provided. Bids containing variations will be considered.

5. Bidders that do not follow these instructions will be considered to be non-responsive and not considered for this bid.

6. Delivery will be unless noted differently in the package:

F.O.B.
City of Bloomington
Vehicle Maintenance Facility
336 S. Main St.
Bloomington, IL. 61701

7. The awarded bidder shall contact Rob Krones at The City of Bloomington, (24) hours prior to the delivery of the vehicle at 309-434-2340. Delivery will only be accepted between the hours of 8:00 AM to 2:00 PM Monday through Friday.

8. All documents associated with the payment and registration of the new vehicles shall be delivered to Rob Krones at The City of Bloomington, prior to the time of delivery. The City of Bloomington prepares and submits all title and license applications to the State of Illinois.

9. Any trade-in units shall remain in service until the new vehicles have been inspected, approved for payment and ready to go into service for the City unless other arrangements are made with the Superintendent of Equipment Maintenance prior to the delivery of the unit(s). Please see Attachment A for pictures and the Vin number of the trade-in bus.

10. Manuals:

Dealer shall furnish one complete set of manuals on the equipment and all the options; this shall include but shall not be limited to the following:

a. Complete factory shop manuals for Chassis and Body (Lift, Air Conditioning, and other major components. AS BID
b. The successful bidder must provide Two (2) printed sets of operating instructions, recommended maintenance schedules, and descriptive literature for the City, if applicable. AS BID
c. All factory shop manuals shall be provided in electronic media (CD-ROM) or paper book form and shall be supplied to the Fleet Maintenance Division of Public Works Department. AS BID
d. All of the above shall be delivered at the time of delivery of the equipment.

11. Color and Trim:

Exterior – Factory standard. All vehicles and equipment shall be supplied in the above colors unless indicated differently in the individual specifications to follow.

12. Trade-in

a. 2012 Ford E450 (14) Passenger Elkhart Coach Bus
   VIN# 1FDFE4FS7CDB11102
   Miles 93111
   Bus is currently in service miles will be higher when new unit is delivered.
b. See Attachment A for photos.

(14) Passenger Bus Mounted On Factory New 202 Cut-Away Van Style Chassis

1. Engine

1.1. 7.3L V8 Premium Gasoline Engine. AS BID

2. Alternator and Battery

2.1. 210 amp. Min. alternator AS BID 240 AMP

2.2. Dual Batteries Maintenance free type AS BID

3. Cooling system

3.1. Heavy duty engine cooling package AS BID

3.2. Extended life coolant with antifreeze protection to -35 degree AS BID

3.3. Block Heater AS BID

4. Transmission

4.1. 6 Speed Automatic Transmission AS BID

4.2 75 MPH Top Governed Speed AS BID

5. Wheelbase

5.1. 158 inch min. AS BID

6. Tires and Wheels

6.1 Six (6) LT225/75R16E Radial Tires AS BID

6.2 one (1) Full size spare tire shipped loose with chassis AS BID

7. Steering

7.1. Full power steering AS BID

7.2. Tilt steering wheel with cruise control AS BID

8. Brakes

8.1. Heavy duty full power disc brakes with anti-lock (ABS) AS BID

9. Suspension

9.1. 5,000 lbs. Front Axle AS BID

9.2. 9,500 lbs. Rear Axle , 4.56 Ratio AS BID

9.3. 14,500 lbs.GVWR AS BID

9.4. Front and Rear Stabilizer Bars AS BID

9.5. MOR/Ryde auxiliary suspension designed for make and model bid or equal AS BID

10. Lights and Safety

10.1. Headlights halogen with day time running lights AS BID

10.2 Driver Assist Technology Package: Instrument Panel Electronic Message Center, Auto High Beam Headligts, Distance Alert & Distance Indication, Driver Alert System, Adaptive Cruise Control, Automatic Emergency Braking (AEB), Post Collision Braking, Lane Departure Warning. AS BID

11. Interior

11.1. Tinted Glass AS BID
11.2. Interior hood release AS BID
11.3. Drivers air bag AS BID
11.4. Cruise Control AS BID

12. Instruments

12.1. Instruments to be factory standard. AS BID

13. Heater and Air conditioning.

13.1. Manual front forced air heater and air conditioner with a minimum of three blower speeds. AS BID
13.2 Factory Auxiliary HVAC Connector Package AS BID

14. Windshield wipers

14.1. Intermittent windshield wipers with washer AS BID

15. Radio

15.1. AM/FM/Bluetooth/USB input stereo radio with clock.

16. Body Specification

16.1. 65,000 BTU floor heater AS BID
16.2. 52,000 BTU rear air conditioner. With 3 fan skirt mounted condenser AS BID
16.3. Air conditioner shall be a dual compressor type system. AS BID
16.4. Electric step well heater AS BID

17. Doors and Windows

17.1. Dark tint top T-Slider side windows AS BID
17.2. Emergency windows side and rear AS BID
17.3. Minimum 30" X 78" electric entrance door with full view glass AS BID
17.4. Large viewing window in front of entrance door AS BID
17.5. Exterior entrance door lock shall be a key switch or exterior key pad type. AS BID

18. Electrical Exterior

18.1. All lights to be LED type. Excludes OEM chassis lights AS BID
18.2. ICC lighting marker lamps AS BID
18.3. Round sealed tail, stop and backup lights. Turn lamps to be amber. AS BID
18.4. License plate light AS BID
18.5. Lights shall meet all federal and state requirements AS BID
18.6. High mount center stop lamp AS BID
18.7. Back-up alarm AS BID
18.8. Skirt mounted entrance door light AS BID
18.9. Amber flashers mounted in upper corners of front and rear cap activated by switch in drives area AS BID
18.10. Side mid-ship turn signals armored AS BID

19. Electrical Interior

19.1 All interior lights to be LED AS BID
19.2. Body electrical panel mounted inside AS BID
19.3. Passenger compartment courtesy lights AS BID
19.4. Entrance step well lights AS BID
19.5. Driver courtesy light AS BID
19.6. Wiring color and function coded AS BID
19.7. Vehicle factory backup camera system with monitor located in rear view mirror AS BID
19.8 Factory Installed 110 Volt AC Outlet in Dash AS BID
19.9 Four Console mounted switches provided by body installer AS BID

20. Exterior Features

20.1. Painted rear bumper AS BID
20.2. Front and rear mud flaps AS BID
20.3. Body shall be a non-corrosive reinforced composite (FPR) type with insulated roof and exterior walls consisting of a welded steel cage roof and wall structure with laminated fiberglass wall skins designed to be impact resistant. Galvanized steel or aluminum wall skins will not be accepted. AS BID
20.4. Metegal, Rosco or equivalent style exterior mirrors, convex heated with electric remote control AS BID
20.5. Locking fuel door AS BID
20.6. Drivers side running board AS BID

21. Interior features

21.1. Safety stanchions AS BID
21.2. Left and right entrance hand rails, parallel to steps AS BID
21.3. Drives control console within reach of driver AS BID
21.4. Entrance and drivers modesty panels, padded AS BID
21.5. Overhead standee rails AS BID
21.6. Drivers plexi shield AS BID

22. Flooring

22.1. Raise flat flooring w/step incorporated into the stepwell AS BID
22.2. Black commercial grade vinyl flooring. Ribbed in aisle, wheelchair positions and step treads. Smooth under fixed seats. AS BID PER ADDENDUM ALL SMOOTH VINYL
22.3. White safety step nosing AS BID
22.4. White standee line AS BID
22.5. Exterior grade 7 ply ¾" plywood sub floor AS BID

23. Paint and Lettering

23.1. Matching bright white paint body and cab AS BID
23.2. White painted wheels AS BID
23.3. Transit paint scheme One unit with Red Stripes and One unit with Blue Stripes
Commercial grade vinyl strips are acceptable
(See attached photos) Supply Basic Red and Blue Color choices. AS BID

23.4. Basic lettering package (See Attached photos) AS BID

24. Seat

24.1. Track seating AS BID
24.2. High back reclining driver's seat with arm rests and power seat pedestal AS BID
24.3. 12 mid high back bucket seats AS BID
24.4. Cloth/ vinyl seat covers level #1. Provide list of color choices AS BID SEE EXHIBIT #3
24.5. Retractable seat belts all seats AS BID
24.6. Aisle and wall seat back padded assist rails AS BID
24.7. Two 17" flip seats on rear wall with arm rest on each side AS BID
24.8. Aisle side rubberized flip armrest. AS BID
24.9. Provide Drawing of Seat Configuration. AS BID SEE EXHIBIT #4

25. Miscellaneous

25.1. Safety equipment: Fire extinguisher, first aid kit, and reflector triangles AS BID
25.2. Nose cone storage compartment AS BID
25.3. Rear tow hooks AS BID
25.4. Roof hatch AS BID
25.5. 7" x 10" interior convex mirror AS BID AND PER ADDENDUM 6" X 9"
25.6. Vehicle to be delivered with current State of Illinois safety inspection sticker AS BID

26. Wheel Chair Accessibility Package

26.1. Dual panel heavy duty rear lift door AS BID
26.2. Braun NCL10003454-2, 1000# wheelchair lift AS BID
26.3. Interior and exterior LED lift lights AS BID
26.4. Two sets Q-Straint QRT-360/Q-10007 mobility aid/passenger restraint belt systems w/L track fittings. L-track to run full width of side by side wheelchair envelopes AS BID
26.5. Transmission/lift interlock with fast idle system AS BID
26.6. ADA signage AS BID

27. Keys

27.1. Four (4) Chassis keys and Four Body Exterior Entrance Door Keys. AS BID

28. Rust and Corrosion protection

28.1. All vehicles shall be **rust proofed** and **undercoated** to the manufacturer's standard corrosion protection. Provide copies of manufacturer's warranties. AS BID SEE EXHIBIT#5

29. Safety

29.1. Shall be supplied with all required safety items to meet State of Illinois and Federal Transit Bus requirements. AS BID

30. Warranty

30.1. Enclose detailed warranty information in bid packets. AS BID SEE EXHIBIT #5
30.2. Provide all other optional warranty information and pricing. AS BID

31. Sales Literature

31.1 Shall provide latest sales literature brochures on Chassis and Body that are bid. AS BID SEE EXHIBIT #6

Delivery:

Delivery of the completely assembled unit shall be FOB;

City of Bloomington Fleet Maintenance Facility
336 South Main Street
Bloomington, IL 61701 AS BID

Bidder shall contact the Superintendent of Fleet Maintenance (Rob Krones 309-434-2340) at least (48) hours prior to delivery.

The City of Bloomington reserves the right to reject any or all bids, to waive informalities and to accept the bid proposals deemed most advantageous to the City of Bloomington.

CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of Neptune water meters, related accessories, software licensing, and maintenance for meter reading equipment from Ferguson Enterprises, as a limited source, for the FY23 Water Meter Installation Program, in the amount not to exceed $1,000,000, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Purchase be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending utilizing a limited source justification to purchase Neptune water meters, related accessories, software licensing, and maintenance for meter reading equipment from Ferguson Enterprises, for the FY23 Water Meter Installation Program, in the amount not to exceed $1,000,000.

In August 2019, the Meter Services Section prepared a program evaluation describing the current water meter program and proposed improvements to it. In addition to the current program, the evaluation includes current meter statistics, the American Water Works Association Water Audit process, and meter sizing practices. Staff evaluated the current program and investigated six alternatives to improve the current program.

In March 2020, Meter Services paused residential meter changes in response to the COVID-19 pandemic. During this time, the department focused on large, commercial meters that were in isolated areas such as pits and warehouses, where contact was limited. The department still responded to faulty meters. This year, Meter Services is resuming efforts with hopes to continue the residential meter program as designed in 2019.

The proposed meter program is based on staff input, Neptune's Statistical Evaluation for Enhancement of Revenue data, and meter data, gathered annually, using a three-pronged approach, including (1) a 15-year meter change out program; (2) an emphasis on expedited replacement of turbine and compound meters; and (3) replacing meters with lead content between .26 percent and eight percent.

Public Works will use the proposed funding to continue to implement the improved Water Meter Installation Program, which utilizes existing staff to replace approximately 3,000 aged

meters in the system per year and replaces meter measuring elements in large meters. In addition, the program will include the purchase of compound meters, which takes an innovative approach by combining two metering technologies. In this type of meter, a positive displacement chamber measures low flow, while a turbine chamber records high flow. These meters are an ideal choice for facilities that experience rapid and wide fluctuations in water demand, such as hospitals, universities, residential complexes, manufacturing facilities, or processing facilities.

The funding also supports software licensing for Neptune 360 and maintenance of meter reading equipment. The software acts as the receiving point for all meter readings collected throughout the city. Within Neptune 360, Meter Services can review and share water usage with customers to help identify costly leaks. In addition, the software monitors the status of the fixed network receivers, alerts to meters with no reads, and helps maximize operational efficiency. The purchase will also fund support for the devices that receive meter readings at fixed and drive by points.

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 cost-prohibitive 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, software, and meter reading equipment and negotiated the price of the water meters and the related accessories.

City Council action on February 28, 2005 (Resolution 2005-33), specifically identified Neptune as the manufacturer of water meters to be used by the City. The City cannot competitively bid water meters of different brands and integrate them into the existing system. Ferguson Waterworks is the only distributor of Neptune products in this region (please see attached limited source letter). The Water Division compared prices from FY22 and FY23 and found there is no increase in meter pricing from Ferguson for this year. See attached for additional information related to item price increases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If approved, up to $1,000,000 will be spent on meters in FY 2023. Funds totaling $1,000,000 are included in the FY 2023 Proposed Budget under Water Meter Services–Meters account (50100150-71730). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled “Other Funds & Capital Improvement” on page 95.

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

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

Reviewed by:

Kevin Kothe, Director of Public Works 4/11/2022

Carla Murillo, Procurement Manager 4/13/2022

Chris Tomerlin, Budget Manager 4/14/2022

Jeffrey R. Jurgens, Corporation Counsel 4/18/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 6B Meter Quote_FY23 Water Meter Installation Program 04252022
- PW 6C Software and Maintenance Quote_FY23 Water Meter Installation Program 04252022
- PW 6D Meter Price Changes_FY23 Water Meter Installation Program 04252022
- PW 6E LSJF Letter_FY23 Water Meter Installation Program 04252022
- PW 6F LSJF FY23 Water Meter Installation Program 04252022

FERGUSON WATERWORKS

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

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

Deliver To:
From: **Paul Nicholas Drew**
Comments:

14:43:31 MAR 17 2022

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B162664
Bid Date: 03/17/22
Quoted By: PND

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: UPDATED METER QUOTE

Item	Description	Quantity	Net Price	UM	Total

	T10 P/C R900i CF METERS				

NED2A11RPDF11	LF 5/8 T10 MTR P/C R900I CF	1	246.540	EA	246.54
NED2B11RPDF11	LF 5/8X3/4 T10 MTR P/C R900I CF	1	246.540	EA	246.54
NED2C11RPDF11	LF 3/4 T10 MTR P/C R900I CF	1	318.930	EA	318.93
NED2F11RPDF11	LF 1 T10 MTR P/C R900I CF	1	413.680	EA	413.68

	3/4 THRU 12 MACH 10 METERS				

NEU1A2F1	5/8 R900I CF	1	360.980	EA	360.98
NEU1B2F1	5/8X3/4 MACH10 R900I CF *X	1	360.980	EA	360.98
NEU1C2F1	3/4 MACH10 R900I CF	1	377.240	EA	377.24
NEU1D2F1	3/4SL MACH10 R900I CF *X	1	377.240	EA	377.24
NEU1F2F1	1 MACH10 R900I CF *X	1	450.080	EA	450.08
NEU2B2F1	1-1/2 MACH10 R900I CF 10 LL *X	1	938.050	EA	938.05
NEU2A2F1	1-1/2 MACH10 R00I CF 13LL *X	1	938.050	EA	938.05
NEU2F2F1	2 MACH10 R900I CF 10 LL *X	1	1115.040	EA	1115.04
NEU2G2F1	2 MACH10 R900I CF 15-1/4 LL *X	1	1115.040	EA	1115.04
NEU2E2F1	2 MACH10 R900I CF 17LL *X	1	1115.040	EA	1115.04
NEU3A2F1	3" MACH 10, R900I, 12" LENGTH C/F	1	3123.300	EA	3123.30
NEU3B2F1	3" MACH 10, R900I, 17" LENGTH C/F	1	3201.600	EA	3201.60
NEU3C2F1	4" MACH 10, R900I, 14" LENGTH C/F	1	3967.190	EA	3967.19
NEU3D2F1	4" MACH 10, R900I, 20" LENGTH C/F	1	4071.590	EA	4071.59
NEU3E2F1	6" MACH 10, R900I, 18" LENGTH C/F	1	6608.700	EA	6608.70
NEU3F2F1	6" MACH 10, R900I, 24" LENGTH C/F	1	6765.220	EA	6765.22
SP-NEU4A2F1	8" MACH 10 R900I 20" LENGTH CF	1	10328.350	EA	10328.35
SP-NEU4B2F1	10" MACH 10, R900I, 26" LENGTH C/F	1	12866.140	EA	12866.14
SP-NEU4C2F1	12" MACH 10 R900I 19.7" LENGTH CF	1	14968.500	EA	14968.50

Approved by City Manager Tim Gleason

Date

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2521&on=4931

FERGUSON WATERWORKS

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

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

Deliver To:
From: **Tj Rodebaugh**
Comments:

18:15:05 APR 03 2022

FERGUSON WATERWORKS #2516
Price Quotation
Phone: 815-756-2800
Fax: 815-756-2877

Bid No: B163539
Bid Date: 04/03/22
Quoted By: TJR

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#: VERBAL NICK

Job Name: 2023 N360 MAINT.

Item	Description	Quantity	Net Price	UM	Total
	CONTRACT VALID FROM 01/01/2023 - 12/31/2023 ----				
N13812204	AMI 360 ADVANCED 20001-50000	7000	2.780	EA	19460.00
N13812211	AMR 360 ADVANCED 50001-100000 ----	25500	0.860	EA	21930.00
SP-N13727001	MAINT R900 GATEWAY D COLLECTOR SERIAL NUMBERS: GPV402107 GPV402108 GPV402111 GPV402112 GPV402113 GPV402114 GPV402115 GPV402117 GPV402118 GPV401318 ----	16	1526.718	EA	24427.49
N13302000M	MAINT R900 BLUETOOTH BELT CLIP *X SERIAL NUMBERS: BC000576 BC300760 BC300780 BC300828 BC002005 BC000325 BC000341 BC000651 BC000658 BC000557 ----	10	458.015	EA	4580.15
SP-N13721005	MRX920 HARDWARE ANNUAL MAINT SERIAL NUMBERS: MRX40117	2	1941.985	EA	3883.97

Approved by City Manager Tim Gleason

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2521&on=4931

Date

	FERGUSON WATERWORKS TOP 10 MOST PURCHASED ITEMS AS OF 4/7/22			
	ITEM NAME	**FY22**	**FY23**	**% CHANGE**
	LF 5/8 T10 MTR V4 R900I CF	$246.54	$246.54	0.00%
	REG 5/8 T10 V4 R900I CF INSIDE	$246.54	$246.54	0.00%
	LF 3/4 T10 MTR V4 R900I CF	$318.93	$318.93	0.00%
	REG 3/4 T10 V4 R900I CF INSIDE	$214.87	$214.87	0.00%
	2 HP T/F CMPD MTR V4 R900I CF PIT	$2,126.46	$2,126.46	0.00%
	LF 1 T10 MTR V4 R900I CF	$413.68	$413.68	0.00%
	REG 1 T10 V4 R900I CF INSIDE	$214.87	$214.87	0.00%
	3 HP T/F CMPD MTR V4 R900I CF PIT	$3,442.30	$3,442.30	0.00%
	4 HP T/F CMPD MTR V4 R900I CF PIT	$4,379.61	$4,379.61	0.00%
	6 HP T/F CMPD MTR V4 R900I CF PIT	$6,758.97	$6,758.97	0.00%

NEPTUNE
TECHNOLOGY GROUP

March 17, 2022

Mr. Nick O'Donoghue
City of Bloomington
603 West Division St.
Bloomington, IL 61701

Ref.: FERGUSON WATERWORKS - Sole Authorized Distributor – Northern Illinois

Neptune Technology Group Inc is pleased to affirm that FERGUSON WATERWORKS, is the sole authorized distributor in Northern Illinois for Neptune RF meter reading equipment and software, Neptune water meters, meter interface units and Neptune 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.

Sincerely,

[redacted]

Patrick Prasifka
District Manager

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Ferguson Enterprises 1227	Amount: $1,000,000	Date: 4/5/2022

Description of item/services: Purchase of Neptune water meters, software licensing, maintenance for meter reading equipment, and related accessories.

Justification: 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. Therefore, the City cannot competitively bid water meters and associated accessories 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 through City Council action, Resolution 2005-33, on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Division of the Public Works Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 99% deployed. Ferguson Waterworks is the sole authorized distributor in Northern Illinois for Neptune R900 Gateway Antennas, RF meter reading equipment (including maintenance and support for equipment) water meters, meter interface units, and parts. Ferguson provides the Neptune 360 software which acts as the meter reading hub to house all readings prior to importing into utility billing.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe — 4/5/2022

(Name and Signature of Department Director or Designee) — Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur [X] / do not concur [ ] (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A Murillo — Digitally signed by Carla A Murillo
DN: C=US, OU=Legal - Procurement Division, O=City of Bloomington IL, CN=Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am approving this document
Location:
Date: 2022-04-05 14:19:37
Foxit PhantomPDF Version: 9.4.0

4/5/2022

Name and Signature of Purchasing Agent or Designee — Date

CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a Variable Frequency Drive, from Graybar, in the amount of $72,989.52, using the Omnia Partners joint purchasing cooperative contract #EV2370, exp. 1/31/2023, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Purchase be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of the Purchase of a Variable Frequency Drive (VFD), from Graybar, in the amount of $72,989.52, using the Omnia Partners joint purchasing cooperative contract #EV2370, exp. 1/31/2023, for the Evergreen Lake Pumping Facility.

Public Works utilizes three VFD driven pumps (300-horsepower, 250-horsepower, and 450-horsepower) at the Lake Evergreen Pump Station to supply the wide range of raw water demand needed from Lake Evergreen. This facility runs, on average, nine months of the year pumping water to the Lake Bloomington Water Treatment Plant. VFD 3 failed and needs to be replaced. Most VFDs have a life expectancy of about seven to twelve years. However, VFD 3 was installed in 2002, and has lasted twenty (20) years.

The pump station was built in 1967 and was initially designed with one 250-horsepower and one 300-horsepower pump that were 2,400 volts with an Across-the-Line-Starter. This type of drive connects incoming power directly to the motor on the pump, which starts it and runs it at full speed.

During the 1986 Lake Bloomington Water Treatment Plant expansion, the third pump (450-horsepower with Across-the-Line-Starter) was installed to help with the growing water demand. In 2002, the first VFD was installed on the 450-horsepower pump to help diversify the wide range of pumping flow that was required. This allowed staff to run one pump at 100 percent speed, while starting a second on VFD to match current demand.

In 2018, an electrical upgrade to this station was completed, changing the 2,400-volt, 250-horsepower and 2,400-volt, 300-horsepower pumps to 480 volts, allowing the City to move away from the 2,400-volt system. During this upgrade, both pumps were upgraded from

Across-the-Line-Starters to VFDs, which allows staff to set flows at the exact system demand instead of running pumps at 100 percent each time. The ability to reduce speed to system demand will reduce electrical consumption, reducing the environmental impact and reducing the overall cost of water treatment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the purchase will be allocated from Water Mechanical Maintenance-Capital Outlay Equipment Other than Office account (50100160-72140). A budget transfer of $72,989.52 will be processed to move the budgeted funds from the Water Mechanical Maintenance-Repair/Maintenance Equipment account (50100160-70540) to the Water Mechanical Maintenance-Capital Outlay Equipment Other than Office account (50100160-72140). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 132.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment. Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents, and Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply.

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:

Kevin Kothe, Director of Public Works 4/11/2022

Carla Murillo, Procurement Manager 4/19/2022

Chris Tomerlin, Budget Manager 4/19/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 5B Quote_Lake Evergreen Variable Frequency Drive Replacement 04052022
- PW 5C Graybar Omnia Partners Joint Cooperative Contract #EV2370 Executive Summary

301 EAST MERCURY DR
CHAMPAIGN IL 61822-9652
Phone: 217-560-1000
Fax: 217-560-1050

To: CITY OF BLOOMINGTON
109 E OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: Aaron kinder
Phone: 309-434-2334
Fax: 309-434-2874
Email:

Date: 04/05/2022
Proj Name: 500HP DRIVE AND STARTUP
GB Quote #: 0240312813
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 03/28/2022
Valid To: 04/27/2022
Contact: MATTHEW OETTING
Email: matthew.oetting@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		**1 EA**	**SQUARE D CO.**	**Q-3208578 BOM ATTACHED**		**$72,989.52**	**1**	**$72,989.52**

Total in USD (Tax not included): $72,989.52

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF BLOOMINGTON
109 E OLIVE STREET
BLOOMINGTON IL 61702-5217
Attn: Aaron kinder

Date: 04/05/2022
Proj Name: 500HP DRIVE AND STARTUP
GB Quote #: 0240312813

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

Prepared By:
Ryan Blattner
GRAYBAR ELECT CO 5818836
ryan.blattner@graybar.com
D:4078414810

Proposal Name: Kinder Drives Large

Quote Name: Kinder Drives Large

Proposal Number: P-220324-2938394

Quote Number: Q-3208578

Quote Effective Date: 04/04/2022

Through Addenda Number: 0

Sales Representative: Matthew Rosenak

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See https://www.schneider-electric.us/en/download/document/0100PL0043

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Seq #	Qty	Product Description
1	1	**Designation :** 500HP Low Harm **Product Details:** 1 - ATV680C31T4N2ANWBAGLU-Altivar 680 ATV680C31T4N2ANWBAGLU Designation: 500HP Low Harm Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 500 Horsepower Sized for Normal duty. Drive controller rated for 590 Max. Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Control options: Hand-Off-Auto selector switch Start/Stop push buttons Speed Potentiometer Pilot light options: Auto PTT pilot light (yellow) Power on pilot light (red) Run PTT pilot light (green) Trip PTT pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact 1 NO auto mode contact Ethernet IP Communications Card U14 - Top Entry Cubicle This device contains selected features that require factory engineered configurations. Standard published lead times no longer apply. Enclosure dimensions are subject to change. **Estimated days to ship, excluding transit:** 15 working days after customer release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description
2	1	**Designation :** **Product Details:** 1 - SRVSTRTUPVSDSTD-Startup Services - Straight Time Schneider Electric will perform the Scope of Work per Schneider Electric document 1910DB1302-120213 "Scopes of Work for Electrical Acceptance Testing." Work will be performed during Straight Time (any scheduled 8 hour period between 06:00 and 18:00 hours Monday thru Friday). It is estimated that the service will be performed using one technician with all equipment and tests performed in immediate succession, unless otherwise specified. If equipment is not available or prepared to be tested in the number of days specified, additional travel and expense charges may apply. For each hour that SE Services is delayed at the job site due to the unavailability of the equipment for any reason, a charge at the applicable T&M rates will be added to the invoice. Startup scope of work includes Schneider Electric technician supervision during energization of equipment. Quote price is based on energization during final day of inspection and testing. If additional trips are required in order to provide energization supervision,

additional travel, expense and labor
charges will apply. To schedule date for
start of work, call: 1-888-SQUARED
(1-888-778-2733).

Schneider Electric services must be contacted
prior to 3 weeks from the required date of
service to avoid additional charges.
Reference SE Terms and Conditions of Sale for
Proposal Based Projects 0100PL0043R03/20.

Formal test report(s) will be provided upon
completion of the startup service.
Trip summary:
Round Trip Distance: Up to 150 Miles
Technician will make 1 trip to the job site
per day of service (total of trips)
Equipment to be started up and included in
this complimentary warranty is listed below.
Sel Rev: (20160224/20160224)
Tra Rev: 3/24/2022 9:13:13 PM/ 3/24/2022

****
Following user entered devices included in
startup:
Qty 1 Enclosed Process Drive - 150HP and
above
****

30 month complimentary extended warranty.
Schneider Electric Services is pleased to
offer a complimentary 30 month warranty
extension above and beyond our standard
warranty and any purchased extended
warranties.
For details on 30 month complimentary
warranty please reference document
8800DB0101R05/18 Service Guide for AC
Drives and Softstarters.
Std equipment warranty is 18 months from
date of shipment or 12 months from
issuance of a substantial completion
letter by the customer subject to
Schneider Electric Terms and Conditions
of Sale for Proposal Based Projects
0100PL0043R03/20.
The 30 month warranty extension only
applies to equipment that is successfully
started up, invoiced by SE, and paid in
full by the customer.
If startup with SE Services is not
completed and paid in full, the bonus 30
month warranty will be invalid, but the
standard warranty and any purchased
extended warranties will still be in
effect.
1 - SRVRECRSTVFD30MO-30 MONTH BONUS STARTUP WARRANTY DRIVES
Schneider Electric Services is pleased to
offer a complimentary 30 month warranty
extension above and beyond our standard
warranty and any purchased extended
warranties.
For details on 30 month complimentary
warranty please reference document
8800DB0101R05/18 Service Guide for AC
Drives and Softstarters.
Std equipment warranty is 18 months from
date of shipment or 12 months from
issuance of a substantial completion
letter by the customer subject to
Schneider Electric Terms and Conditions

of Sale for Proposal Based Projects 0100PL0043R03/20.
The 30 month warranty extension only applies to equipment that is successfully started up, invoiced by SE, and paid in full by the customer.
If startup with SE Services is not completed and paid in full, the bonus 30 month warranty will be invalid, but the standard warranty and any purchased extended warranties will still be in effect.

ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS
AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: City of Kansas City, Missouri

Solicitation: RFP365

RFP Issued: September 6, 2017

Pre-Proposal Date: September 20, 2017

Response Due Date: October 6, 2017

Proposals Received: #3

Awarded to: Graybar Electric Company, Inc. contract #EV2370

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2370 on September 6, 2017, to establish a national cooperative contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions.

The solicitation included cooperative purchasing in Section 1. Master Agreement:

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

And Section 3. U.S. Communities:

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Seattle.gov – The Buy Line Blog
- Daily Journal of Commerce, OR
- The Advocate, LA
- The Honolulu Star, HI
- DEMANDSTAR, ONVIA
- City of Kansas City, Missouri
- Merx.com
- The New York State Contract Reporter
- Washington Electronic Business Solution
- U.S. Communities - Website

On October 6, 2017 proposals were received from the following offerors:

- Graybar Electric Company, Inc.
- HB (Delivering Systems LLC/DBA High Biometrics)
- supplyFORCE

Upon evaluation, the committee elected to award to the most responsive proposal Graybar Electric Company, Inc. for electrical, lighting, data communications and security products and related products, services and solutions.

Contract includes:

Graybar offers a robust selection of products in electrical and lighting, data communication and security, hardware, and services. Solution benefits include:

- Comprehensive Products, Services, & Solutions
- Next day service is free of charge for materials stocked in the branch and within the standard service area
- Volume Incentive

Term:

Contract period from February 1, 2018 through January 31, 2023 with the option to renew to for up to three (3) additional two (2) year terms through January 31, 2029.

Pricing/Discount: Discounts are based on Graybar List Price or Cost in effect at the time of order. Visit Graybar landing page *Graybar Online Store* for more details.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/graybar

CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Purchase be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending the approval of the Purchase of a 2022 Ford F-450 with Service Body, from Morrow Brothers Ford, in the amount of $82,393, using the State of Illinois Contract #21-416CMS-BOSS4-P-29479, exp. 11/5/2026.

The Street Maintenance Division has Unit S12, which is a 2012 Ford F-450. The current unit is 10 years old and has 116,608 miles. The maintenance cost to date is $22,419.67. Recent repair issues with this unit have included chassis electrical, brakes, engine cooling system, engine fuel system, HVAC system, tune up, and power steering. This unit is used in the sign shop area. It is used daily for installation of new street signs, replacement of damaged or faded signs, setting up barricades for road closures, and setting up barricades for special events.

Staff requests that the replaced unit be declared surplus and sold on an on-line public auction. It is estimated to sell for approximately $12,200.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the vehicle with a cost of $82,393 will be purchased utilizing the Street Maintenance-Capital Outlay Licensed Vehicle account (10016120-72130). The total budgeted for this item is $83,430.

This unit was originally budgeted to be paid via the capital lease; however, the City Council approved a budget amendment on August 9, 2021, authorizing all General Fund machinery, equipment, and vehicles in FY 2022 to be paid for in cash.

Stakeholders can locate this vehicle in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 89 and 91.

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, Director of Public Works 4/13/2022

Carla Murillo, Procurement Manager 4/19/2022

Chris Tomerlin, Budget Manager 4/19/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/19/2022

Attachments:

- PW 12B Quote_S12 Truck Replacement 04252002

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

April 18, 2022

City of Bloomington **Truck S12**
Rob Krones

Pre-Ordered 2022 Ford Super Duty Chassis Cabs

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

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

F 450 4x4 Regular Cab Chassis	$45,980.00	Exterior Color: White
7.3L V8 Gasoline Engine	$1,980.00	
Running Boards	$420.00	
Trailer Brake Controller	$290.00	
1-Extra Key w/Remote	$180.00	
FX Service Body Drake-Scruggs	$33,193.00	
Delivery to Bloomington Fleet	$350.00	
Illinois Government Price	$82,393.00	

Customer acceptance and approval to order per the above specifications:

Signature: _____ Date: _____

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

CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Purchase be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending the approval of the Purchase of a 2022 Ford F-350 with Service Body, from Morrow Brothers Ford, in the amount of $56,875, using the State of Illinois Contract #21-416CMS-BOSS4-P-29479, exp. 11/5/2026.

The Streets Maintenance Division has Unit S04, which is a 2012 Ford F-350. The current unit is 10 years old and has 127,614 miles. The maintenance cost to date is $10,851.14. Recent repair issues with this unit have included battery, body floor rusted through, brakes, engine cooling system, HVAC system, drive line, chassis electrical, ball joints, front hub, body issues, and alternator. The new unit will be equipped with a liftgate to load heavy items such as manholes and cement castings. The unit is used daily for various street and sewer maintenance duties.

Staff requests that the replaced unit be declared surplus and sold utilizing an on-line public auction. It is estimated to sell for approximately $8,500.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $56,875 will be paid for the unit out the Street Maintenance-Capital Outlay Licensed Vehicle account (10016120-72130). The Public Works Department budgeted $48,307.00 for the purchase of the unit for the Street Maintenance

Division. If approved, a budget transfer of $8,568 will be processed from the Street Maintenance-Repair/Maintenance Licensed Vehicle account (10016120-70520) to the Street Maintenance-Capital Outlay Licensed Vehicle account (10016120-72130) to account for the difference. The unit was originally budgeted to be paid via the Capital Lease-Capital Outlay Licensed Vehicle account (40110145-72130) in FY 2022. City Council approved a budget amendment on August 9, 2021, Item 7D., to pay cash for all General Fund machinery, equipment, and vehicle purchases. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 91.

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:

Kevin Kothe, Director of Public Works 4/11/2022

Carla Murillo, Procurement Manager 4/13/2022

Chris Tomerlin, Budget Manager 4/14/2022

Jeffrey R. Jurgens, Corporation Counsel 4/18/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 7B Quote_S04 Truck Replacement 04252022

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

March 26, 2022

City of Bloomington
Rob Krones

Truck S04

Pre-Ordered 2022 Ford Super Duty Pickup Trucks

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

Vinyl 40/20/40 Seating, 6.2L V8 Gasoline Engine, Automatic Transmission
Shift on Fly 4x4, Front Tow Hooks, Hour Meter, Daytime Running Lights
Vinyl Floor Covering, Air Conditioning, AM/FM/MP3 Stereo, Back-Up Camera
Bluetooth Hands Free Communications, Power Windows/Locks/Mirrors
Trailer Tow Mirrors w/ Heated Glass, Remote Keyless Entry, Cruise Control
Tilt/Telescoping Steering Column, H.D. Alternator, Dual H.D. Batteries
E-Locking Rear Axle, H.D. Front & Rear Suspension, All-Terrain Tires
Tow Package w/ Receiver Hitch Trailer Wiring 7/4 Pin Connector
All other standard equipment including the below options:

F350 4x4 SRW Regular Cab	$37,680.00	Exterior Color: White
Running Boards	$420.00	
18" AT Tires/Up-Fitter Switches	$480.00	
Trailer Brake Controller	$290.00	
54" Liberty Bar w/TD, AL	$2,770.00	
1,500# Aluminum Platform Liftgate	$4,590.00	
CM Service Body	$9,890.00	
Back-Up Alarm	$125.00	
1 Extra Key w/Remote	$180.00	
Delivery to Bloomington Fleet	$350.00	
Illinois Government Price	$56,875.00	

Customer acceptance and approval to order per the above specifications:

Signature: _____ Date: _____

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

CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Brenntag Mid-South, Inc., as a limited source, for the Purchase of Cationic and Anionic Polymers, in the amount of $82,700, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Contract be approved.

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: Public Works is recommending the approval of a Contract in the amount of $82,700 with Brenntag Mid-South utilizing a limited source justification, in order to purchase cationic polymer and anionic polymer for water treatment purposes.

Each year staff requests competitive bids for most of the annual water treatment chemical needs. However, these bids historically have not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the water treatment plant, staff determined which polymers work with the specific water quality desired by our water treatment plant.

The current contract with Brenntag Mid-South expires on April 30, 2022. Staff is requesting that the proposed contract begin May 1, 2022 and extend through April 30, 2023. The quoted price for both polymers includes delivery fees. The current rates, proposed rates, and rate changes are as follows:

Polymer	Current Rate	Proposed Rate	Rate Change
Cationic Polymer	$0.86 per pound	$1.12 per pound	30.23% Increase
Anionic Polymer	$1.55 per pound	$1.67 per pound	7.74% Increase

The Brenntag polymers used by the City of Bloomington are as follows:

Polymer	Product Name	Typical Dosage
Cationic Polymer	Robin 120	~1.25 – 1.75 parts per million
Anionic Polymer	Robin 30A	~0.25 – 0.50 parts per million

The City uses two different types of polymers for two different purposes. Both types are extremely critical in removing particles from the reservoir water that is being used. The broad difference between the two polymers is that one polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in the large groups of particles (algae, bacteria, silt, possible disease-causing organisms, etc.), which settle out as heavier than water particles and are removed during treatment. The anionic polymer improves the settling characteristics of the heavier than water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles, which have potential health significance, are removed during treatment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If approved, $82,700 will be encumbered on a purchase order on May 1, 2022 (FY 2023) for this purchase. This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 92.

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 4/13/2022

Carla Murillo, Procurement Manager 4/18/2022

Chris Tomerlin, Budget Manager 4/19/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/19/2022

Attachments:

- PW 2B Contract_FY23 Water Polymer Contract 04252022
- PW 2C Quote_FY23 Water Polymer Contract 04252022
- PW 2D LSJF FY23 Water Polymer Contract 04252022

CITY OF BLOOMINGTON
CONTRACT WITH
Brenntag Mid-South, Inc.
FOR
Robin 120 Cationic Polymer & Robin 30A Anionic Polymer

THIS AGREEMENT, dated this __ day of April, 2022, is between the City of Bloomington (hereinafter "CITY") and Brenntag Mid-South, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

- a lump sum amount of $ ___; or
- ✔ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring up to ten (10) years after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Umbrella liability coverage must also be provided in the amount of $3,000,000 for each occurrence, $3,000,000 in aggregate.

Section 7. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. **Compliance with Laws.** CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. **Prevailing Wage.** The following shall apply to this contract:

This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial***: _____ (City) _____ (CONTRACTOR)

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This also includes the recent addition of Public Act 100-1177 which came effective on June 1, 2019.

Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court

of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

✓ Other: May 1, 2022 through April 30, 2023

The Contract shall also be subject to the following renewal terms, if any: Renewals must be mutually agreed upon by both parties

Section 17. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

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

CITY OF BLOOMINGTON	**BRENNTAG MID-SOUTH**
By: _____	By [redacted] _____
Its City Manager	Its Representative

ATTEST:

By: _____
Its City Clerk

ATTEST:

By: [redacted]
Its Secretary

STEPHANIE UBACH
MY COMMISSION # GG 223464
EXPIRES: September 11, 2022
Bonded Thru Notary Public Underwriters

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Provide and deliver to the Bloomington Water Treatment Plant as needed, Robin 120 Cationic Polymer and Robin 30A Anionic Polymer.

EXHIBIT B
FEES / COMPENSATION

Robin 120 Cationic Polymer, 475# Drum, $1.12 per pound delivered

Robin 30 A Anionic Polymer, 2300# Tote, $1.67 per pound delivered

Brenntag Mid-South, Inc.
4616 S. Enterprise Drive
Bartonville, IL 61607

WE ARE PLEASED TO SUBMIT THIS QUOTATION IN ANSWER TO YOUR INQUIRY

THIS QUOTATION IS SUBJECT TO THE SPECIAL CONDITIONS ON THE LAST PAGE OF THIS DOCUMENT

City of Bloomington
Bloomington, IL
Attn: Kevin Whitehouse
email: kwhitehouse@cityblm.org

February 21, 2022

QUOTATION

FOB: Delivered

Terms: Net 30 Days

Quantity	Container	Description	Price	U/M	Deposit
	Drum	ROBIN 120 – BMS ID 390435 – 2-3 week lead time	$1.12 #	475#	
	Tote	ROBIN 30 A – BMS ID 952614 – 2–3-week lead time	$1.67#	2300#	
		Time Period of 5/1/2022 to 4/30/2023			

Best Regards,

Brenntag Mid-South

Heidi Bredernitz
Account Manager

cc:

NOTE: The prices indicated on this quotation are for acceptance within thirty (30) days from the date of this quotation, and unless otherwise specified, are subject to change without notice. We reserve the right to increase unit price if quantity is reduced.

Orders placed with us against this quotation will be subject to the following terms and conditions:

1. Any tax or governmental charge increasing the cost to the Seller of producing, selling, or delivering the article herein specified, or of procuring materials used therein, may, at the Seller's option, be added to the price herein specified.

2. Seller's liability as to delivery ceases upon making delivery of material to carrier at shipping point in good condition; the carrier acting as Buyer's agent.

3. The Seller makes no warranty of any kind, express or implied, except that the goods sold shall be of merchantable quality; and the Buyer assumes all risk and liability for results obtained by the use of the materials purchased, whether used singly or in the combination with other products.

4. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed; and failure to give notice of claim within 10 days from date of delivery, or the date fixed for delivery, respectively, shall constitute a waiver by the Buyer of all claims in respect of such goods.

5. In the event of fire, flood, drought, earthquake, windstorm, accident, explosion, civil commotion, labor trouble, embargo, car shortage, reduced supply of raw materials, inability of Seller to obtain from its regular source of supply any commodity ordered against this quotation which does not manufacture, or any other circumstances beyond the control of the parties, which interferes with the production, transportation, or consumption of the commodities ordered against this quotation, quantities so affected may be cancelled without liability.

6. The Seller shall not be liable for any loss or delay in furnishing the goods ordered against this quotation occasioned through acts of governmental authorities suspending contracts, commandeering, or requisitioning businesses, industries, plants, materials, or machinery, creating embargoes, causing cessation or interruption of transportation, causing delay by reason of conscription of men, or in any other way interfering with the Seller's production. If by reason of any of the above causes the production of the Seller shall be partially or wholly curtailed, deliveries may be either proportionately or wholly suspended, as the case may be, and resumed after the removal of the cause and continued until the entire quantity purchased has been delivered; provided that, if such delay in delivery of any portion shall be for more than thirty days, the undelivered portion may be cancelled by either the Buyer or the Seller upon five days' written notice to the other.

7. Freight charges, unless otherwise specified, will be subject to change at time of shipment.

8. Any surcharges inherent to delivery of product to the Buyer, unless otherwise specified, will be for the account of the Buyer (charges for hoses, pumps, demurrage, pallets, container deposits, etc.)

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # Brenntag Mid-South, Inc. #1502	Amount: $82,700	Date: 02/11/2022

Description of item/services: Contract for the purchase of polymers for the period of 05/01/2022 through 04/30/2023

Justification:

Each year, staff requests competitive bids for most of the annual water treatment chemicals needs. However, these bids have historically not included polymers for the water clarification process. Through years of exhaustive bench testing and actual use at the Water Treatment Plant, staff determined Brenntag's polymer compounds performed the best of all the polymer providers with our source water at the Water Treatment Plant. Staff believes it is in the best interest of the City to continue to use tested polymer compounds provided by Brenntag for this critical water process.

The current contract with Brenntag Mid-South, Inc. expires April 30, 2022. Staff is requesting that the proposed contract begin May 1, 2022 and extend through April 30, 2023. The quoted price for both polymers include delivery fees.

Container	Description	Current Price	Proposed Price	Percent Increase
475# Drum	ROBIN 120 – Cationic Polymer	$0.86 per pound	$1.12 per pound	30.23%
2300# Tote	Robin 30 A – Anionic Polymer	$1.55 per pound	$1.67 per pound	7.74%

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Ken Kotter — 2-15-22

(Name and Signature of Department Director or Designee) — Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur [X] / do not concur [ ] (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A Murillo — Digitally signed by Carla A Murillo
DN: C=US, OU=Legal - Procurement Division, O=City of Bloomington IL, CN=Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am approving this document
Location:
Date: 2022-02-16 13:13:39
Foxit PhantomPDF Version: 9.4.0

2/16/2022

Name and Signature of Purchasing Agent or Designee	Date

CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Shannon Chemical Corporation for Sodium Hexametaphosphate (Bid #2022-24), in the amount of $4,334 per ton delivered, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Contract be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a one-year Contract with Shannon Chemical Corporation for Sodium Hexametaphosphate (Bid #2022-24), in the amount of $4,334 per ton.

Term of Agreement	Cost per Ton Delivered	Percent Increase/Decrease
May 1, 2022 - April 30, 2023	$4,334	128.11% *

*Compared to current contract ($1,900 per ton delivered)

Sodium Hexametaphosphate is a compound that is used to prevent scale from forming on the filter media in the water treatment plant. A small dose of sodium hexametaphosphate prevents the accumulation of precipitated calcium carbonate on both the granular activated carbon and sand filter media particles. Preventing this accumulation of calcium scale on the filter media prolongs the service life and efficiency of the filter media.

The Public Works Department prepared the Sodium Hexametaphosphate bid package and advertised the project for competitive bids. Bids for this contract were received until 10:30 AM on Thursday, February 24, 2022, electronically via the City's e-Procurement Portal, OPENGOV. Staff received two (2) bids and opened them at 10:30 AM on February 24, 2022, via a Virtual Bid Opening. The results are as follows:

Bidder	Bid Amount per Ton Delivered (Bid #2021-21)
Shannon Chemical Corporation	**$4,334 (Year 1)**
Shannon Chemical Corporation (Alternate)	$5,3340 (Year 2) $6,334 (Year 3)

Carus LLC.	$4,500 (Year 1)
Carus LLC. (Alternate)	No Alternate Bid Submitted

By accepting the first year bid only, instead of the alternate multi-year bid, staff feels this will allow the market some time to stabilize, which could reduce the price per ton. It will be bid and evaluated again in 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of this bid was published in *The Pantagraph* and *OPENGOV* on February 3, 2022.

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If approved, approximately $46,000 will be allocated to cover the fiscal year FY 2023 (May 1, 2022, through April 30, 2023). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 92.

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 4/13/2022

Carla Murillo, Procurement Manager 4/18/2022

Chris Tomerlin, Budget Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 8B Contract_FY23 Sodium Hexametaphosphate Contract 04252022
- PW 8C Bid Tabulation_FY23 Sodium Hexametaphosphate Contract 04252022

CITY OF BLOOMINGTON
CONTRACT WITH
Shannon Chemical Corporation
FOR
Sodium Hexametaphosphate

THIS AGREEMENT, dated this 25 day of April, 2022, is between the City of Bloomington (hereinafter "CITY") and Shannon Chemical Corporation hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of $_____; or ☑ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $3,000,000 for each occurrence, $3,000,000 in aggregate.

Section 7. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. **Prevailing Wage.** The following shall apply to this contract:

☑ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial***: _____ (City) DCF (CONTRACTOR)

☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This also includes the recent addition of Public Act 100-1177 which came effective on June 1, 2019.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTORfurther explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

- [ ] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] One year from the date of execution.
- [ ] Two years from the date of execution.
- [x] Other: May 1, 2022 through April 30, 2023

The Contract shall also be subject to the following renewal terms, if any: N/A

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST:

By: _____

City Clerk

Shannon Chemical Corporation

By: [redacted]

Its PRESIDENT

By: [redacted]

Its NOTARY

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Provide and deliver palleted 50# bags of Sodium Hexametaphosphate to the City of Bloomington Water Treatment Plant at 25515 Waterside Way, Hudson IL. 61748 as needed.

EXHIBIT B
FEES / COMPENSATION

$4,334 per ton delivered.

Base Bid Year 1				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$250.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	$384.00	$292.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price per delivered	1	TON	$4,500.00	No Bid	No Bid	No Bid	$4,334.00

Alternate Bid Year 2				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$260.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	No Bid	$315.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price Per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	$5,334.00

Alternate Bid Year 3				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$260.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	No Bid	$362.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price Per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	$6,334.00

CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Kemira Water Solutions, Inc., for Ferric Sulphate (Bid #2022-24), in the amount of $292 per ton, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Contract be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a one-year Contract with Kemira Water Solutions for Ferric Sulphate (Bid #2022-24), in the amount of $292 per ton.

Term of Agreement	Cost per Ton Delivered	Percent Increase
May 1, 2022 - April 30, 2023	$292	17.27% *

*Compared to current contract ($249 per ton delivered)

Ferric Sulphate is a compound used to increase the removal of suspended materials, such as small soil particles, that are suspended in the water. Small, suspended particles clump together to settle quicker in the water treatment plant.

The Public Works Department prepared the Ferric Sulphate bid package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM on Thursday, February 24, 2022, electronically via the City's e-Procurement Portal, OPENGOV. Staff received two (2) bids and opened them at 10:00 AM on Thursday, February 24, 2022, via a Virtual Bid Opening. The results are as follows:

Bidder	Bid Amount per Ton Delivered (Bid #2022-24)
Kemira Water Solutions, Inc.	**$292 (Year 1)**
Kemira Water Solutions, Inc. (Alternate)	$315 (Year 2) $362 (Year 3)
Chemtrade Chemicals US, LLC	$384 (Year 1)
Chemtrade Chemicals US, LLC (Alternate)	No Alternate Bid Submitted

Public Works did not receive any other complete bids.

By accepting the first year bid only, instead of the alternate multi-year bid, staff feels this will allow the market some time to stabilize, which could reduce the price per ton. It will be bid and evaluated again in 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of this bid was published in *The Pantagraph* and *OPENGOV* on February 3, 2022.

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If approved, approximately $24,000 will be allocated to cover the fiscal year of FY 2023 (May 1, 2022, through April 30, 2023). This will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 92.

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 4/13/2022

Carla Murillo, Procurement Manager 4/18/2022

Chris Tomerlin, Budget Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/19/2022

Attachments:

- PW 9B Contract_Ferric Sulphate Contract FY23 04252022
- PW 9C Bid Tab_FY23 Ferric Sulphate Contract 04252022

CITY OF BLOOMINGTON
CONTRACT WITH
Kemira Water Solutions, Inc.
FOR
Liquid Ferric Sulphate

THIS AGREEMENT, dated this ~~25~~ day of April, 2022, is between the City of Bloomington (hereinafter "CITY") and Kemira Water Solutions, Inc. hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of $_____; or ☑ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $3,000,000 for each occurrence, $3,000,000 in aggregate.

Section 7. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. **Prevailing Wage.** The following shall apply to this contract:

☑ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial***: _____ (City) _____ (CONTRACTOR)

☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This also includes the recent addition of Public Act 100-1177 which came effective on June 1, 2019.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTORfurther explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

- [ ] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] One year from the date of execution.
- [ ] Two years from the date of execution.
- [x] Other: May 1, 2022 through April 30, 2023

The Contract shall also be subject to the following renewal terms, if any: N/A

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST:

By: _____

City Clerk

Kemira Water Solutions, Inc.

By: [redacted]

Its Commercial Support Manager

By [redacted]

Its Commercial Support Specialist

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Provide bulk liquid Ferric Sulfate delivered to the City of Bloomington Water Treatment Plant at 25515 Waterside Way, Hudson IL. 61748

EXHIBIT B
FEES / COMPENSATION

$292.00 per ton delivered for liquid Ferric Sulfate.

Base Bid Year 1				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$250.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	$384.00	$292.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price per delivered	1	TON	$4,500.00	No Bid	No Bid	No Bid	$4,334.00

Alternate Bid Year 2				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$260.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	No Bid	$315.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price Per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	$5,334.00

Alternate Bid Year 3				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$260.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	No Bid	$362.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price Per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	$6,334.00

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Linde, Inc., for Carbon Dioxide (Bid #2022-24), in the amount of $250 per ton, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Contract be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a one-year Contract with Linde, Inc., for Carbon Dioxide, in the amount of $250 per ton.

Term of Contract	Cost per Ton Delivered	Percent Increase
May 1, 2022 - April 30, 2023	$250	182.42% *

*Compared to current contract ($88.52 per ton delivered)

Carbon Dioxide is the compound that gives soda its fizz and is the same product used to lower the pH in water after the removal of dissolved minerals, using lime (the water softening process). Lime greatly increases the pH of the water, which must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon Dioxide, which forms a weak acid, is added to the water to accomplish this task.

The Public Works Department prepared the Carbon Dioxide bid package and advertised the project for competitive bids. Bids for this contract were received until 10:30 AM on Thursday, February 24, 2022, electronically via the City's e-Procurement Portal, OPENGOV. Staff received one (1) bid and opened it at 10:30 AM on Thursday, February 24, 2022, via a Virtual Bid Opening. The results are as follows:

Bidder	Bid Amount per Ton Delivered (Bid #2022-24)
Linde, Inc. (Base)	**$250 (Year 1)**
Linde, Inc. (Alternate)	$260 (Year 2) $260 (Year 3)

Public Works did not receive any other complete bids.

By accepting the first year bid only, instead of the alternate multi-year bid, staff feels this will allow the market some time to stabilize, which could reduce the price per ton. It will be bid and evaluated again in 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of this bid was published in *The Pantagraph* and *OPENGOV* on February 3, 2022.

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If approved, approximately $132,000 will be allocated to cover the cost for FY 2023 and will be paid out of the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 92.

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 4/11/2022

Carla Murillo, Procurement Manager 4/13/2022

Chris Tomerlin, Budget Manager 4/14/2022

Jeffrey R. Jurgens, Corporation Counsel 4/14/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 3B Contract_FY23 Carbon Dioxide Contract 04252022
- PW 3C Bid Tab_FY23 Carbon Dioxide Contract 04252022

CITY OF BLOOMINGTON
CONTRACT WITH
Linde Inc.
FOR
Carbon Dioxide

THIS AGREEMENT, dated this 11th day of April, 2022, is between the City of Bloomington (hereinafter "CITY") and Linde Inc. hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of $_____; or ☑ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $3,000,000 for each occurrence, $3,000,000 in aggregate.

Section 7. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. **Prevailing Wage.** The following shall apply to this contract:

☑ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial*:** _____ (City) _____ (CONTRACTOR)

☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This also includes the recent addition of Public Act 100-1177 which came effective on June 1, 2019.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTORfurther explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

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

☐ One year from the date of execution.

☐ Two years from the date of execution.

☑ Other: May 1, 2022 through April 30, 2023

The Contract shall also be subject to the following renewal terms, if any: N/A

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST:

By: _____

City Clerk

Linde Inc.

By: [redacted]

Its Director of Government & Aerospace Programs

By: _____

Its_____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Supply and deliver Carbon Dioxide to the Bloomington Water Treatment Plant in bulk as needed.

EXHIBIT B
FEES / COMPENSATION

$250.00 per ton deliver to the Bloomington Water Treatment Plant during the contract period.

EXHIBIT C

Making our world more productive

February 23, 2022 REVISED 3/18/22

Bloomington's City Clerk Office
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

RE: INVITATION TO BID #2022-24 – WATER PURIFICATION CHEMICALS – LIQUID CARBON DIOXIDE
DUE THURSDAY, FEBRUARY 24, 2022 @ 10:30 AM CST

Dear Mr. Whitehouse:

We are pleased to submit our proposal for your Liquid Carbon Dioxide requirements estimated at 500 tons per year into a customer owned 50 ton storage tank in Bloomington, IL for the periods as indicated below:

PRICING: $250.00/ton - May 1, 2021 through April 30, 2023

Alternate Bid for 3-Year Term:
$250.00/ton – May 1, 2022 through April 30, 2023
$260.00/ton – May 1, 2023 through April 30, 2024
$260.00/ton – May 1, 2024 through April 31, 2025 KGH

SPECIFICATIONS

≥ 99.8 % assay

Product will meet ANSI/AWWA and NSF-60 Standards. Linde's plant is certified to these standards. Evidence of certification can be found by going to the following website (certificate is also attached): WQA.org

You will find a list of all the Linde plants that are NSF-60 certified for carbon dioxide. Supply to your facility will be shipping from our Pekin, IL facility. Attached is a copy of the paperwork that you will receive with each shipment of Carbon Dioxide to your facility indicating that the product is by Water Quality Association to the ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

PAYMENT TERMS: N30 days from date of invoice

Linde will follow the guidelines of the Compressed Gas Association CGA M-1, 2013; 13.1.2 for systems inspections. Buyer shall be responsible for all costs associated with such work. Billing will be based on the Price Schedule for Supply System Service in effect at that time of the work (current schedule attached).

If awarded the business, the existing terms and conditions that were agreed upon between the City of Bloomington, IL and Linde, signed and dated by both parties on November 10, 2008 which are in effect now, will be extended to cover the new supply period of May 1, 2022 through April 30, 2023. This letter with the City's signature and Linde's countersignature will serve as an amendment to that agreement.

Our proposal is valid for thirty (30) days and is subject to the terms and conditions attached hereto. I hope that Linde can continue to serve your industrial gas needs for the future. If you have any questions, please feel free to contact me on(630) 320-4166 or my co-worker, Kim Howard at (630) 320-4231.

Sincerely,

[redacted]

Kimberley E. Howard
Account Manager

[redacted]

Diane M. McAvoy
Sr. Account Manager

CITY OF BLOOMINGTON, IL

Signature: _____

Name: _____

Title: _____

Date: _____

LINDE INC.

Signature: [redacted]

Name: Holly O'Donnell

Title: Dir. of Government & Aerospace Programs

Date: April 11, 2022

Base Bid Year 1				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$250.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	$384.00	$292.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price per delivered	1	TON	$4,500.00	No Bid	No Bid	No Bid	$4,334.00

Alternate Bid Year 2				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$260.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	No Bid	$315.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price Per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	$5,334.00

Alternate Bid Year 3				Carus LLC	Chemtrade Chemicals US LLC	Kemira Water Solutions	Linde Inc.	Shannon Chemical Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Carbon Dioxide Price Per Delivered Ton	1	TON	No Bid	No Bid	No Bid	$260.00	No Bid
2	Ferric Sulphate Price Per Delivered Ton	1	TON	No Bid	No Bid	$362.00	No Bid	No Bid
3	Sodium Hexametaphosphate Price Per Delivered	1	TON	No Bid	No Bid	No Bid	No Bid	$6,334.00

CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Third Amendment to the Contract with Henson Disposal Inc. for bulk waste disposal for FY 2023, from May 1, 2022, to April 30, 2023, as a limited source, in the amount of $56.00 per ton, as requested by the Public Works Department.

RECOMMENDED MOTION:
The Third Amendment to the Contract be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of the third amendment to the contract with Henson Disposal Inc. for bulk waste disposal, from May 1, 2022, to April 30, 2023, in the amount of $56.00 per ton of bulk waste, which is the same as the FY22 contract price.

To best recycle the volume of bulk waste that the City produces, it is recommended to go through an IEPA-licensed Construction & Demolition debris recycling facility. As such, Henson Disposal & Recycling is the only facility of its kind outside of the Chicago metropolitan area and is conveniently located near the corporate limits of the City. This is critical because it keeps down transportation costs of the material.

Henson accepts all Bulk Waste debris, which includes asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rock asphalt, glass, vinyl siding, etc. Many of such materials are popular items already collected at the curb and Citizen Convenience Center by the City. Per the contract, Henson guarantees that over 75 percent of what is delivered will be recycled. The remaining unrecyclable waste would then be taken to the landfill for disposal, but the total amount of waste the City disposes in the landfill has decreased as a result of this agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If the contract extension is approved, the City would pay Henson Disposal, Inc. $56.00 per ton during FY 2023 for the processing of recyclable bulk waste. The FY 2023 Proposed Budget includes $480,000 in the Solid Waste-

Bulk Disposal account (5440400-70652). Stakeholders can locate this in FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 112.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Shannon Prewitt, Supt of Solid Waste

Reviewed by:

Kevin Kothe, Director of Public Works 4/11/2022

Carla Murillo, Procurement Manager 4/18/2022

Chris Tomerlin, Budget Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/19/2022

Attachments:

- PW 13B Original Memo and Contract_FY23 Bulk Waste Amendment 3 04252022
- PW 13C Fee Letter_FY23 Bulk Waste Amendment 3 04252022
- PW 13D LSJF_FY23 Bulk Waste Amendment 3 04252022
- PW 13E First Amendment_FY23 Bulk Waste Amendment 3 04252022
- PW 13F Second Amendment_FY23 Bulk Waste Amendment 3 04252022
- PW 13G Third Amendment_FY23 Bulk Waste Amendment 3 04252022 04252022

HENSON
DISPOSAL & RECYCLING

P.O. Box 1058
705 N. East St.
Bloomington, IL 61702
USA

Phone: 309-829-5021
Fax: 309-829-5741
Email: hensondisposal@yahoo.com
Website: http://hensondisposal.com

Henson Disposal Inc.

March 14, 2018

Jim Karch, P.E., C.F.M.
Director of Public Works
City of Bloomington
115 E. Washington Street
Bloomington, Il 61702-3157

Dear Mr. Karch:

For the past year, the City of Bloomington has by agreement taken its CND/Bulky Waste debris collected from citizens to the Henson Disposal recycle center. We would request that the agreement be renewed for two years at $51.51 price per ton for year one, and the price of $53.06 per ton for year two.

We confirm that the Henson Disposal recycling center continues to operate a IEPA-licensed Construction and Demolition (CND) debris recycling facility. A copy of the appropriate certificate of insurance is attached. We are proud to help the City of Bloomington increase the recycle rate of material previously taken directly to the local landfill.

Sincerely,

[redacted]

Thomas Kirk
President

CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: April 10, 2017

SUBJECT: Consideration of approving a Resolution Waiving the Formal Bidding Process and Authorize an Extension of the Agreement with Henson Disposal of Bloomington, IL for the Processing of Recyclable residential Construction and Demolition (C&D) Waste in the amount of $190,000.

RECOMMENDATION/MOTION: That the Resolution and Agreement with Henson Disposal Inc. be approved for three (3) years at $50.01 per ton for the first year for a total of $190,000, with the price per ton for the second and third year being established by mutual agreement prior to the beginning of each year be approved, 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: 5c. Incorporation of "Green Sustainable" concepts into City's development and plans.

BACKGROUND: Recent reports indicate that the McLean County landfill will reach capacity in the near future; possibly as soon as June 2017. As a result, the Solid Waste division of Public Works has been assessing different solutions to both, lower the amount of net waste produced by the City and derive solutions to improve sustainability in current department processes. Today, a significant driver for the City's municipal solid waste (MSW) comes in the form of bulky waste' which is collected at the curb on a biweekly basis from residents. This type of waste includes, but is not limited to: brush, indoor furniture, mattresses, carpet, and construction material (see Section 200.4 of the City Code for a full definition).

In 2014, the City collected roughly 4,930 tons of bulky waste, much of which, excluding brush, eventually made its way into the County landfill. The goal for regional recycling, established in the McLean County Integrated Solid Waste Management Plan, is 40%. The current recycling rate for the entire County, as reported in the McLean County Solid Waste Program 2015 Annual Report, is estimated at 37.7% of regional MSW; numbers for 2016 will be available at the end of Spring 2017. In addition, the Town of Normal has already renewed a similar agreement with Henson Disposal. If the City approves a similar recycling agreement, the Ecology Action Center projects that community-wide recycling n McLean County will increase approximately 40.6% of MSW; surpassing the regional recycling goal.

To best recycle the volume of C&D waste that the City produces, it is recommended to go through an IEPA-licensed C&D debris recycling facility. As such, Henson Disposal & Recycling is the only facility of its kind outside of the Chicago metropolitan area, and is conveniently located within the corporate limits of the City. This is critical because it would keep

transportation costs of the material down. Henson accepts all C&D debris which includes asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rocks, asphalt, glass, vinyl siding, etc. Many of such materials are popular items already collected at the curb by the City. According to the agreement, Henson guarantees that over 75% of what is delivered will be recycled. The remaining unrecyclable waste would then be taken to the landfill for disposal, but the total amount of waste the City would dispose of in the landfill would decrease as a result of this agreement. It is anticipated, based on historic data on bulky tons, that approximately 3,600 tons of bulky waste are collected in one year.

Staff requests that the Agreement with Henson Disposal Inc. be extended for three (3) more years at $50.01 per ton for the first year, with the price per ton for the second and third year being established by mutual agreement prior to the beginning of each year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Payment to Henson Disposal Inc. for the processing of recyclable construction and demolition debris in the amount of $50.01 per ton during FY 2018 will be contingent on the adoption of the budget by the Council. If the budget is passed, these payments will be made from Solid Waste - Bulk Disposal account (54404400-70652) for a total of $190,000. Stakeholders can locate this in the Proposed FY 2018 budget book titled "Proposed Other Funds – Volume 2" on page 143.

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:	Maria Basalay, Public Works Office Manager
Reviewed by:	Jim Karch, PE CFM, Director of Public Works
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:

- Resolution
- Agreement
- Henson Disposal Inc. Proposal Letter

CITY OF BLOOMINGTON
CONTRACT WITH
Henson Disposal of Bloomington, IL
FOR
Recycling of Constructions and Demolition Waste

THIS AGREEMENT, dated this 1st day of May, 2017, is between the City of Bloomington (hereinafter "CITY") and Henson Disposal of Bloomington, IL (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. **Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of $_____; or ☑ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

Section 5. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of $4,000,000 for each occurrence, $4,000,000 in aggregate.

Section 7. **Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. **Compliance with Laws.** CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. **Prevailing Wage.** The following shall apply to this contract:

☑ This contract is not for a "public work" and therefore Prevailing Wage does not apply. ***Initial:*** _____ (City) _____ (CONTRACTOR)

☐ This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTORfurther explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

- [ ] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [x] From one (1) year from the date of execution.
- [ ] From two (2) years from the date of execution.
- [x] Other: From May 1, 2017 to April 30, 2018

The Contract shall also be subject to the following renewal terms, if any: Two (2) additional years, upon mutual agreement of the parties on the price prior to 4/30 of each year.

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Henson Disposal of Bloomington, IL

By: [redacted]
Its President

By: [redacted]
Its office manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Henson Disposal of Bloomington, Illinois will accept Construction and Demolition (C&D) waste collected by the City, at its Facility. The C&D waste may include items collected in the residential collection program, City-owned buildings, public spaces, and all other items of whatsoever kind or nature except hazardous waste as defined by Federal Law, special waste as defined by the State of Illinois, white goods, tires, lead/acid batteries, or any other materials which at this time or in the future may not be disposed pursuant to Federal or State statues, rules or regulations (Prohibited Material).

EXHIBIT B
FEES / COMPENSATION

Charges as follow:

$50.01 per ton for the first year (May 1, 2017 through April 30, 2018).

Price per ton for the second and third year will be established by mutual agreement from Henson Disposal and City Council. If both parties do not reach a mutual agreement in regard to the fees, the agreement will be terminated without further obligation of either party.

RESOLUTION NO. 2017 – 11

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH HENSON DISPOSAL OF BLOOMINGTON, IL FOR THE PROCESSING OF RECYCLING CONSTRUCTION AND DEMOLITION WASTE

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

WHEREAS, the City of Bloomington has in the past disposed of construction and demolition waste ("C&D Waste") collected from residents at the landfill; and

WHEREAS, Henson Disposal of Bloomington, IL has a debris recycling facility in Bloomington, IL and is willing to accept C&D Waste for recycling at $50.01 per ton for the first year, and extend Agreement for up to two more (2) years, with the price per ton for years two and three being established by mutual agreement prior to the beginning of each year; and

WHEREAS, Henson Disposal continues to operate an IEPA-licensed Construction and Demolition debris recycling facility; and

WHEREAS, the City Council determines it is in the best interests of the City to waive the bidding requirements to allow the City to contract with Henson Disposal.

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

That the recitals set forth above are incorporated herein, the bidding requirements waived, and City Manager, or designated representatives, are authorized to secure the Recycling service of Construction and Demolition waste, and are authorized to execute any necessary documents to effectuate the service.

PASSED this 10th day of April 2017.

APPROVED this 11th day of April 2017.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Jeffrey R. Jurgens, Corporation Counsel

HENSDIS-01 JWELCHEL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2019

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 have ADDITIONAL INSURED provisions or 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
Snyder Insurance Agency
1 Brickyard Drive
Bloomington, IL 61701

CONTACT NAME: Jill Welchel
PHONE (A/C, No, Ext): (309) 664-1800 FAX (A/C, No):
E-MAIL ADDRESS: jill.welchel@insurewithsnyder.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pioneer Specialty Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Henson Disposal, Inc.
PO Box 1058
Bloomington, IL 61704

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted]	5/26/2019	5/26/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			[redacted]	5/26/2019	5/26/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	5/26/2019	5/26/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	5/26/2019	5/26/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Bloomington
Public Works Department
PO Box 3157
Bloomington, IL 61702

CANCELLATION

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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HENSON
DISPOSAL & RECYCLING

P.O. Box 1058
2703 McGraw Drive Suite 2
Bloomington, IL 61702
USA

Phone: 309-829-5021
Fax: 309-829-5741
Email: hensondisposal@yahoo.com
Website: http://hensondisposal.com

Henson Disposal Inc.

March 3, 2021

Kevin Kothe
Director of Public Works
City of Bloomington
115 E. Washington Street
Bloomington, Il 61702-3157

Dear Kevin Kothe,

For the past year, the City of Bloomington has by agreement taken its CND/Bulky Waste debris collected from citizens to the Henson Disposal recycle center. We would request that the agreement be renewed for two years at $56.00 price per ton effective April 30, 2021.

We confirm that the Henson Disposal recycling center continues to operate a IEPA-licensed Construction and Demolition (CND) debris recycling facility. A copy of the appropriate certificate of insurance is attached. We are proud to help the City of Bloomington increase the recycle rate of material previously taken directly to the local landfill.

Sincerely,

[redacted]

Thomas Kirk
President

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # Henson Disposal #1243	Amount: $480,000	Date: 4/25/2022

Description of item/services:

Bulk waste disposal

Justification: Contract Extension for one (1) year.

The City has an established relationship with Henson Disposal for bulk waste disposal. Henson is local, which saves significantly on transportation costs and also allows the crews to be able to work more efficiently. Henson accepts a wide variety of material such as asphalt and wood shingles, wood, drywall and plaster, certain metals, cardboard and paper products, bricks, concrete, rock asphalt, glass, vinyl siding, etc. Many of such materials are items frequently collected at the curb by the City allowing the City to be more responsive to the citizens. According to the agreement, Henson guarantees that over 75% of what is delivered will be recycled, which promotes the City's goal of reducing landfill waste. The material taken from bulk pickup to the landfill has decreased as a result of this agreement. It is anticipated, based on historic data on bulky tons, that approximately 5,600 tons of bulky waste are collected in one year. City staff requests that the bulk waste contract be extended by one year to maintain the City's high level of service at a fair and reasonable cost while supporting the City's goal of reducing landfill waste.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Kevin Kothe — Kevin Kothe — 4/13/2022

(Name and Signature of Department Director or Designee) — Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☑ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Carla A Mills — 4/13/2022

Name and Signature of Purchasing Agent or Designee — Date

DocuSign Envelope ID: 6E2367E7-9720-49CE-B031-25335CC78F5C

FIRST AMENDMENT TO CONTRACT FOR BULK WASTE DISPOSAL WITH HENSON DISPOSAL OF BLOOMINGTON, IL

This First Amendment, made and entered into this 1st day of May, 2020, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY'), and HENSON DISPOSAL WITNESSETH that:

WHEREAS, on May 1, 2017, a Contract for Bulk Waste ("Contract") was made between the CITY and HENSON DISPOSAL for disposal of bulk waste.

WHEREAS, the parties desire to amend the Contract, as set forth herein, to dispose of bulk waste from May 1, 2020 until April 30, 2021, at the agreed upon price of $54.65 per ton of bulk waste.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Contract. Exhibit B of the Contract shall be amended as follows: $54.65 per ton for the extension period (May 1, 2020 through April 30, 2021).

3. In all other respects the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract for Bulk Waste disposal in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST

By: _____
Its City Clerk

HENSON DISPOSAL

By: [redacted]
Its President

By: _____
Its _____

SECOND AMENDMENT TO CONTRACT FOR BULK WASTE DISPOSAL WITH HENSON DISPOSAL INC. OF BLOOMINGTON, IL

The Second Amendment, made and entered into this 12th day of April, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and HENSON DISPOSAL, (hereinafter "HENSON") witnesseth that:

WHEREAS, on May 1, 2017, a Contract for Bulk Waste ("Contract") was made between the CITY and HENSON for disposal of bulk waste; and

WHEREAS, on May 1, 2020, a First Amendment was approved to continue the contract at the agreed upon price of $54.65 per ton of bulk waste; and

WHEREAS, the parties desire to amend the Contract, as set forth herein, to dispose of bulk waste from May 1, 2021 until April 30, 2022, at the agreed upon price of $56.00 per ton of bulk waste.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Contract. Exhibit B of the Contract shall be amended as follows: $56.00 per ton for the extensions period (May 1, 2021 through April 30, 2022).

3. In all other respects the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract for Bulk Waste disposal in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

HENSON DISPOSAL INC.

[redacted] 4/1/2021

By: _____
Signature & Date

THIRD AMENDMENT TO CONTRACT FOR BULK WASTE DISPOSAL WITH HENSON DISPOSAL INC. OF BLOOMINGTON, IL

The Third Amendment, made and entered into this ~~25th~~ day of April, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and HENSON DISPOSAL, (hereinafter "HENSON") witnesseth that:

WHEREAS, on May 1, 2017, a Contract for Bulk Waste ("Contract") was made between the CITY and HENSON for disposal of bulk waste; and

WHEREAS, on May 1, 2020, a First Amendment was approved to continue the contract at the agreed upon price of $54.65 per ton of bulk waste; and

WHEREAS, on May 1, 2021, a Second Amendment was approved to continue the contract at the agreed upon price of $56.00 per ton of bulk waste; and

WHEREAS, the parties desire to amend the Contract, as set forth herein, to dispose of bulk waste from May 1, 2022 until April 30, 2023, at the agreed upon price of $56.00 per ton of bulk waste;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this Second Amendment as if fully set forth herein.

2. Amendment to Contract. Exhibit B of the Contract shall be amended as follows: $56.00 per ton for the extensions period (May 1, 2022 through April 30, 2023).

3. In all other respects the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract for Bulk Waste disposal in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

HENSON DISPOSAL INC.

[redacted]

By: [redacted]
Signature & Date

CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: April 25, 2022

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Contract be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: The City has partnered with PMA Companies as a Third-Party Administrator since May of 2019. In keeping with Objective 1d of the City's Strategic Plan Goals, it was recommended that the City request proposals from other Administrators. Request for Proposal (RFP) #2022-21 - Claims Administration Services for Worker's Compensation, Property and Liability Insurance Program for the City of Bloomington was released through the City's eProcurement platform, OpenGov on January 4, 2022. Five submissions were received on February 1, 2022. An Evaluation Committee reviewed all the submissions individually and as a team.

The Third-Party Administrators that submitted proposals in response to the City's request for proposals are as follows:

- Cannon Cochran Management Services, Inc. (CCMSI)
- Davies
- Gallagher Bassett Services, Inc.
- PMA Management Corp.
- TRISTAR Claims Management Services, Inc.

Criteria utilized for the initial evaluation was as follows:

- Firm Experience
- Staff Experience
- Responsiveness
- Technology
- Financial Proposal
- Service Requirements

Four of the firms were asked to prepare presentations and the Evaluation Committee interviewed CCMSI, Gallagher, PMA and TRISTAR. The Committee reviewed and scored the four firms utilizing the following criteria:

- Phase 2 Interview Staff Experience & Qualifications
- Phase 2 Interview Scope of Service
- Phase 2 Interview Responses to Q & As
- Phase 2 Interview Presentation

While most of the firms interviewed gave adequate answers when asked about placing a high value on customer service, PMA stood out as holding the most value for the City's stakeholders, both internal and external. PMA is fully aware that a commitment to customer service is vital in ensuring a continued relationship with the City. Staff trusts that they will uphold that commitment.

PMA Management Corp. scored highest and was selected to best fit the needs of the City, based on the aforementioned criteria.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If approved, this covers May 1, 2022-April 30, 2023, with two (2) one-year options.

The pricing by fiscal year is listed as follows:

- Fiscal Year 2023 - $123,500 (May 1, 2022-April 30, 2023)
- Fiscal Year 2024 - $127,205 (May 1, 2023-April 30, 2024)
- Fiscal Year 2025 - $131,021 (May 1, 2024-April 30, 2025)

FY 2023 totaling $123,500 will be paid out of the Casualty Insurance-Insurance Administration Fee account (60150150-70720). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 140.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Alex Rosas, Safety & Risk Manager

Reviewed by:

Nicole Albertson, Director of Human Resources 4/19/2022

Chris Tomerlin, Budget Manager 4/19/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- HR 2B Contract_PMA TPA

AGREEMENT FOR THIRD PARTY
CLAIM ADMINISTRATIVE SERVICES

THIS IS AN AGREEMENT for third party claim administrative services ("**TPA services**") made as of the 1st day of May 2022, by and between PMA Management Corp. ("**PMA**"), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, PA 19422 and the City of Bloomington, Illinois ("**Client**"), a home rule political subdivision of the State of Illinois whose principal place of business is located at 115 East Washington Street, Bloomington, Illinois 61701.

RECITALS

CLIENT is authorized by the State of Illinois to self-insure its commercial automobile, general liability, professional liability, property, and workers' compensation programs;

PMA, a duly authorized provider of third party administrator ("**TPA**") services in the State of Illinois, hereby agrees to provide Client TPA and other services which are more fully described herein; and

CLIENT, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

a) **"ALAE"** shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.

b) **"Claim File"** shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.

c) **"Indemnity Claim"** shall mean any reported workers' compensation claim that is not a Medical Only Claim or Record Only Claim.

d) **"Medical Manager"** shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers' compensation claims.

e) **"Medical Only Claim"** shall mean any reported workers' compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity and the claim is not otherwise contested, (c) indemnity paid, salary in lieu of indemnity paid or time lost from work beyond the state prescribed waiting period, (d) investigation or review regarding compensability, or (e) carrier report, excess reporting requirement, client meeting (other than a routine meeting where the claim is noted) or settlement authority approval; (2) the claim is open for less than 12 months from the date of injury or accident; and (3) total paid amount does not exceed $3,500.

f) **"Prior Agreement"** shall mean the prior Agreement for Third Party Claims Administration Services between PMA and Client as amended.

g) **"Qualified Claim"** shall mean any commercial automobile, general liability, professional liability or workers' compensation Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement, and any commercial automobile, general liability, professional liability or workers' compensation Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement under the prior Agreement, as well as any Takeover Claim that PMA agrees to service under this Agreement. Multiple Qualified Claims may exist as a result of a single occurrence (e.g. both bodily injury and property damage claims can result from a single occurrence).

h) **"Record Only Claim"** shall mean any incident reported for statistical purposes only, with no (a) reserve, (b) adjuster involvement, (c) subrogation activity, (d) litigation activity and the claim is not otherwise contested, (e) payment of any type required or time lost from work, (f) investigation or review regarding compensability, or (g) carrier report, excess reporting requirement, client meeting or settlement authority approval.

i) **"Takeover Claim"** shall mean any open claim which has been: (1) administered by Client or Client's third party administrator prior to the inception of this Agreement; and (2) subsequently transferred to PMA for servicing on or after the inception of this Agreement. Closed claims with accident dates prior to the Effective Date (as defined below) and subsequently reopened during the term of this Agreement will be considered Takeover Claims.

2. TERM

This Agreement is effective beginning May 1, 2022 ("**Effective Date**") for a term of one year until April 30, 2023. Thereafter Client shall have the option to extend this Agreement by providing written notice to PMA for successive one year terms subject to a 3% rate increase on the previous years rates. PMA will provide notice of any changes to the fees and charges set forth in this Agreement prior to the expiration of any term. If Client wishes to terminate this Agreement as a result of such price changes, it may, within 30 days of receipt of notice of such change, terminate this Agreement by providing 30 days' notice to PMA. The current fee structure will remain in effect during the 30 day period.

3. TPA SERVICES

a) PMA shall provide customary and appropriate commercial automobile, general liability, professional liability and workers' compensation claim handling services for all Qualified Claims. Specifically, with regard to workers' compensation:

i. Indemnity Claims - PMA will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.

ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.

iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.

PMA shall determine whether a claim is an Indemnity Claim, a Medical Only Claim or a Record Only Claim for all purposes under this Agreement.

b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.

c) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers' compensation statutory and regulatory scheme.

d) PMA agrees to review and seek approval from Client with respect to a recommended course of action regarding all Qualified Claims.

e) PMA agrees to participate in quarterly claim reviews with Client, with two claim reviews occurring at Client's location annually.

4. EXCESS REPORTING SERVICES

a) PMA will report to Client's excess insurance carrier or carriers ("**Carrier(s)**") all Qualified Claims serviced by PMA which meet Client's excess insurance reporting requirements, subject to the following requirements:

i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).

ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.

iii. Client shall promptly provide claim data for conversion to PMA's computer system for purposes of determining historical loss information.

iv. Client shall instruct its attorneys to advise PMA when in the attorney's professional opinion one of Client's claims meets the reporting thresholds or standards.

b) Client's failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.

c) PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 90 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

5. MANAGED CARE SERVICES

a) Client agrees to exclusively utilize the following PMA managed care services:

i. PMA's medical bill review and repricing services, which may include but are not limited to:

1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and

2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.

ii. PMA's managed care networks which include:

1. traditional networks (e.g. physicians and medical facilities);

2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services);

3. state specific networks (e.g. California Medical Provider Network, Texas Health Care Network); and

4. out-of-network services from PMA and third party vendors.

iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).

iv. Utilization of telephonic or onsite nurse case management services when any of the following criteria are met:

1. surgical procedure;
2. spinal cord injury;
3. occupational disease or a pandemic requiring medical treatment;
4. third degree burns;
5. multiple complex fractures;
6. crush injuries requiring poor initial medical outcome;
7. head injuries with cognitive impairment or loss of consciousness;
8. immediate post-injury hospital admission;
9. multiple trauma; or
10. adjuster identified assignments.

Continued telephonic or onsite case management will proceed at the discretion of PMA.

b) PMA shall also provide the Medicare related services set forth in Exhibit A to this Agreement.

c) PMA's Medical Managers are authorized to provide PMA's Point of Sale Nurse Intervention Program on all claims at PMA's discretion to assist with seeking improved claim outcomes. The Program will review incoming claimant medications which are outside of Centers for Disease Control guidelines, and recommend an intervention strategy which may include potential weaning, drug testing, and peer reviews to attempt to mitigate long term dependency at the point of sale.

d) PMA is authorized to employ utilization review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:

i. Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.

ii. Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.

iii. Retrospective Utilization Review- a review after the completion of treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.

iv. Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.

e) PMA is authorized to employ prospective and concurrent utilization review services may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.

f) Upon Client request, PMA will utilize PMA Care24 point of injury nurse triage to assist with determining the direction of care when an injury is reported. This service may include but is not limited to a Medical Manager providing self-care recommendations to the claimant, first notice of loss reporting, direction of care into the network or to a panel provider, or a recommendation for use of emergency room care.

g) PMA may retain third party vendors for the purpose of providing specific medical management services.

6. RISK CONTROL SERVICES

a) Upon request, PMA will:

i. perform a risk management assessment;

ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;

iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation, and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);

iv. create and administer a specific risk control service project mutually agreed upon with Client.

b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

7. RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")

a) PMA will provide the following RMIS services:

i. upon request, a conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;

ii. access to PMA's RMIS for up to five users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;

iii. standard reports available through PMA's RMIS;

iv. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance;

b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.

ii. the maximum and only liability of PMA for such malfunction, error or loss of recoverable data shall be its obligation to recreate reports or regenerate data as described above;

iii. in the event PMA loses data that cannot be recovered, Client shall be entitled to all remedies, whether in law or equity.

c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

d) Obligations of Client regarding use of PMA's RMIS:

i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.

ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.

e) General Provisions regarding PMA'S RMIS:

i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.

ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

8. LITIGATION SUPPORT SERVICES

a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), PMA will:

i. make recommendations to Client regarding legal matters;

ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;

iii. pursue all appropriate subrogation claims as directed by Client.

b) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines.

c) PMA will make settlement recommendations to Client, but the final decision regarding the disposition of any Disputed Claim will be made solely by Client.

9. SECTION 111 REPORTING

a) Client understands and acknowledges that it is a Responsible Reporting Entity ("**RRE**") as defined by the Centers for Medicare and Medicaid Services ("**CMS**"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

b) Client authorizes PMA to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.

i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.

ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.

c) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.

d) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.

e) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

10. FUNDING of CLAIMS and EXPENSES

PMA will establish a non-interest bearing checking account in PMA's name ("**Payment Account**") with PMA's bank, which is to be funded by Client but which PMA will administer for the purposes of paying Qualified Claims and ALAE, in accordance with the procedures set forth in this Section. PMA will provide Client with a monthly schedule ("**Payment Register**") outlining all claim payments, ALAE, and correction items funded by PMA and will contain the name of the payee, date of payment, amount of payment, and claim number for all transactions occurring during the prior month.

a) The Payment Account will continue to be funded by Client in the amount of $**500,000** (equal to three months estimated claims payments and ALAE) which amount may be revised at PMA's discretion at any time based upon actual claims and expense payment history. Within 45 calendar days of the receipt of the Payment Register, invoice and escrow bank statement, Client shall reimburse PMA for the total amount of payments made, which reimbursement shall

replenish the Payment Account to its required balance. If at any time the Payment Account balance is depleted by 75% or more during the course of any given month, PMA shall provide written notice of such depletion to Client, and Client shall replenish the balance within five business days of receipt of notice.

b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.

c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client.

d) This Section of the Agreement shall survive the termination of the Agreement.

11. CLAIM HANDLING SERVICE FEE

a) For claim handling services to be rendered under the first year of the this Agreement, Client agrees to pay PMA an annual fee of $123,500 to be paid in equal monthly installments to be invoiced by PMA.

b) For claim handling services to be rendered under the first optional extension year ("2023-24") of the this Agreement, Client agrees to pay PMA an annual fee of $127,205 to be paid in equal monthly installments to be invoiced by PMA.

c) For claim handling services to be rendered under the second optional extension year ("2024-25") of the this Agreement, Client agrees to pay PMA an annual fee of $131,021 to be paid in equal monthly installments to be invoiced by PMA.

d) If during the term of this Agreement, Client submits more than 10 claims/loss lines that PMA determines arise out of, result from or are otherwise related to any event, occurrence, disease, happening or condition or any series or group of related or like events, occurences, disease, happenings or conditions, then the following additional claim handling fees shall apply:

i. $650 for each commercial automobile bodily injury claim;

ii. $395 for each commercial automobile property damage claim;

iii. $325 for each commercial automobile physical damage claim

iv. $650 for each general liability bodily injury claim;

v. $395 for each general liability property damage claim;

vi. $595 for each first party property damage claim;

vii. $995 for each professional liability claim;

viii. $850 for each Indemnity Claim;

ix. $125 for each Medical Only Claim;

x. $40 for each Record Only Claim.

12. OTHER FEES

As compensation for the TPA services provided in this Agreement, Client agrees to pay PMA the fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. Payment shall be due as set forth on Exhibit A. The fees set forth in Exhibit A may be subject to change if new arrangements are made by PMA and its third party vendors.

13. PAYMENT of FEES

PMA will bill Client for fees when due. If the bills are not paid within 45 days after receipt, PMA reserves the right to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

14. CONFIDENTIALITY

a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:

i. compelled by an order of a court of competent jurisdiction;

ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation including the Freedom of Information Act to provide information to the claimant or other person; or

iii. mandated by applicable court discovery rules.

b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.

c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.

d) Client agrees PMA (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.

e) PMA processes on behalf of Client personal information disclosed to it by Client and personal information that Client has asked PMA to collect as part of the services provided under this Agreement. PMA shall not retain, use or disclose personal information relating to Client's injured workers for any purpose other than for the purpose of providing the services contemplated by this Agreement or as permitted by applicable law.

f) This Section of the Agreement shall survive the termination of the Agreement.

15. NATURE of RELATIONSHIP

a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.

b) PMA may, in its sole discretion, retain third party vendors to provide any or all services. All vendors may be required to meet requirements determined by PMA, including but not limited it, appropriate licensure, adequate insurance coverage (including cybersecurity), and meeting standards for protecting confidential information. Client shall indemnify, defend, and hold PMA harmless from utilization of third party vendors as instructed by Client, which do not meet requirements determined by PMA.

16. TERMINATION

a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.

b) This Agreement may be terminated:

i. by mutual agreement of the parties;

ii. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;

iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;

iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;

v. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or

vi. by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client. PMA or Client may choose to suspend all or part of PMA's obligations under this Agreement or terminate this Agreement with respect to a state or states where Client loses its self-insured status.

c) This Agreement shall be deemed terminated upon its normal expiration.

d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.

e) Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat obligations with regard to issued but unpresented checks either before or after the termination of this Agreement.

f) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

17. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY

a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; or (ii) a disclosure of confidential or proprietary information by Client to any third party.

b) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.

c) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to PMA in good order.

d) Promptly after the receipt by any party seeking indemnification under this section ("**Indemnitee**") of notice of the commencement of any action or the assertion of any claim against such Indemnitee by a third party, such Indemnitee shall give such indemnifying party written notice thereof and the indemnifying party shall have the right to undertake the defense of such action or claim. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnitee shall have the right to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnitee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. If the Indemnitee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnitee from all claims at issue, the Indemnitee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.

e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.

f) Neither party shall be liable to the other party for punitive or consequential damages.

g) Client agrees that PMA's total liability to Client under this Agreement (whether in contract, tort, or otherwise) shall not exceed One Million ($1,000,000) dollars.

h) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.

i) This Section of the Agreement shall survive the termination of the Agreement.

18. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client:	City of Bloomington 115 E. Washington Street Bloomington, IL 61701
With a copy to:	City of Bloomington Attn: Legal 115 E. Washington Street Bloomington, IL 61701
For PMA:	President PMA Management Corp. 380 Sentry Parkway Blue Bell, PA 19422

With a copy to: General Counsel
PMA Management Corp.
380 Sentry Parkway
Blue Bell, PA 19422

19. NON SOLICITATION of PMA'S EMPLOYEES

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of PMA during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay PMA an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

20. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PMA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

21. COOPERATION

a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.

b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.

c) This Section of the Agreement shall survive the termination of the Agreement.

22. WARRANTIES and REPRESENTATIONS

a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

23. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

24. MISCELLANEOUS

a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws.

b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.

d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.

e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term “force majeure” means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client’s obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

g) **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The intentional action in electronically signing this Agreement shall be

evidence of consent to be legally bound by this Agreement. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of this Agreement.

h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.

i) **Ambiguities.** In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.

j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.

k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.	**CITY OF BLOOMINGTON, ILLINOIS**
BY: [redacted]	BY: _____
TITLE: President	TITLE: _____

Exhibit A – Other Services Fee Schedule

Service Type	Amount	Billed
Managed Care:		
Bill review and repricing	$8.50 per bill, plus 28% of savings over and above fee schedule and/or usual and customary	Monthly
Utilization review	$105 per review	Monthly
Medical management services	$98.00 per hour	Monthly
Medical consultant review	$235 per review	Monthly
PMA Care 24	$98.00 per call	Monthly
Point of Sale Pharmacy Program	$35.00 per review	Monthly
Medical Director	$250 per hour	Monthly
Medicare Solutions		
Section 111 Reporting	$8.00 per claim queried	Monthly
Medicare Set-Aside Allocation	$2,100 each	Monthly
CMS Submissions	$600 each	Monthly
Medicare Conditional Payment Research	$125 each	Monthly
Medicare Conditional Payment Appeal or Dispute	$250 each	Monthly
Medicare Conditional Payment Research Final Demand	$50 each	Monthly
Medical Cost Projections	$1,800 each	Monthly
Evidenced Based MSA	$2,100 each	Monthly
Life Care Plan	$175 per hour	Monthly
Legal Nurse Review	$1,800 per review	Monthly
Update (of prior MSA report)	$750 per report	Monthly
Resolution Services	$125 per hour	Monthly
Medicare/Social Security Verification	$195 each	Monthly
Medicaid Conditional Payment Research	$250 each	Monthly
Medicare Advantage Plan Conditional Payment Negotiation	$500 each	Monthly
Provider Relations Specialist	$98 per hour	Monthly

Information Systems:		
RMIS fee	Included for up to 5 users $500 each addt'l user	Annually until contract is terminated
Customized Reporting	$95.00 per hour	Monthly
Data Feeds	To be determined	Monthly
Risk Control:		
General	$135 per hour	Monthly
Industrial hygiene services	$140 per hour	Monthly
Special Projects	To be determined	As incurred
Claim Adjustment:		
Vocational Rehabilitation	$98.00 per hour	Monthly
Claim Indexing	$7.90 - $13.10 per query depending upon search method and services	Monthly
Other:		
Administrative	Included	Annually until contract is terminated
Bulk reporting services	To be determined	Monthly
Subrogation specialist	15% of gross recovery	As recovered
Recover to Work	$98.00 per hour	Monthly
Standard Data Extract (upon termination)	$2,500	As incurred

CONSENT AGENDA ITEM NO. 7.O

FOR COUNCIL: April 25, 2022

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Proposal of Insurance and Client Services Agreement with J. Gallagher, in the amount of $1,269,982 for service from May 1, 2022 through April 30, 2023, as requested by the Human Resources Department.

RECOMMENDED MOTION:
The proposed Agreement and Proposal of Insurance be approved.

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: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. AJG is responsible for researching the insurance market and purchasing the City's Property, Liability, Excess Liability and Excess Workers' Compensation Insurance.

Services from AJG covered under this proposal include:

- Prepare Renewal Strategy Plan for client and insurance consultant
- Prepare renewal spreadsheets and forms. Obtain renewal information from the client and consultant
- Produce comprehensive submissions, based on underwriting data completed and present to each selected market
- Provide the client and insurance consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame
- Market/place/bind coverage as instructed by the client and the insurance consultant
- Review the accuracy of all policies and obtain corrections where needed in a timely manner
- Distribute copies of policies to both the client and the insurance consultant
- Process endorsement requests with carriers as requested by the client and the insurance consultant
- Arrange for issuance of auto ID cards and certificates of insurance as requested by the client
- Prepare for and attend meetings, as requested by the client or insurance consultant
- Review insurance contracts/vendor certificates as requested

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This is an FY 2023 budgeted item. The overall cost of coverage and brokerage service for Fiscal Year 2023 (May 1, 2022 - April 30, 2023) is $1,269,982. This includes the Insurance Broker Service fee of $41,593. The accounts to be paid out of are the Casualty Insurance-Other Professional & Technical Services account (60150150-70220) totaling $41,593 for the Insurance Broker Service fee; $322,200 from the Casualty Insurance-Workers Compensation Premium account (60150150-70702); $530,527 from the Casualty Insurance-Liability Insurance Premium account (60150150-70703) and $375,662 from the Casualty Insurance-Property Insurance Premium account (60150150-70704).

If approved, a budget transfer will be processed to moved budgeted funds between the following accounts: 1) $5,300.55 will be transferred from Casualty Insurance-Other Professional & Technical Services account (60150150-70220) to the Casualty Insurance-Liability Insurance Premium account (60150150-70703); 2) $29,794.30 will be transferred from the Casualty Insurance-Workers Compensation Premium account (60150150-70702) to the Casualty Insurance-Liability Insurance Premium account (60150150-70703); 3) $6,132.25 will be transferred from the Casualty Insurance-Property Insurance Premium account (60150150-70704) to the Casualty Insurance-Liability Insurance Premium account (60150150-70703); and 4) $22,719.60 will be transferred from the Casualty Insurance-Insurance Administration Fee account (60150150-70720) to the Casualty Insurance-Liability Insurance Premium account (60150150-70703).

Stakeholders can locate the Casualty Insurance Fund Budget in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 140.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Alex Rosas, Safety & Risk Manager

Reviewed by:

Nicole Albertson, Director of Human Resources 4/19/2022

Chris Tomerlin, Budget Manager 4/19/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- HR 2B City of Bloomington - FY 23' Broker Services Agreement Gallagher
- HR 2C FY 23' Insurance Renewal Options and Recommendation
- HR 2D FY 23' Insurance Recommendation

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this "**Agreement**") is made and entered into as of the 1st day of May, 2022 (the "**Effective Date**") by and between City of Bloomington, an Illinois Public Entity, Municipal ("**Client**"), and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation, and its licensed brokerage affiliates ("**Gallagher**"). Client and Gallagher shall each be referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the "**Services**").

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of one (1) year. This Agreement may be renewed upon mutual agreement of both parties on the first anniversary of the Effective Date for one (1) year. This Agreement may be terminated by either Party at any time upon Sixty (60) days' prior written notice. In the event of any such termination, Gallagher will work with Client during such 60-day period to transition its account as directed.

II. SERVICES

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client's insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client's failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client's insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client's risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client's behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client's policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client's policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

D. Client has no obligation to purchase an insurance product through Gallagher.

III. COMPENSATION, TAXES AND FEES

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. Fees for post insurance placement Services may also be included in Exhibit A.

B. Gallagher's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

C. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

IV. ADDITIONAL COMPENSATION AND FEES

A. In addition to the fees and/or commissions set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher agrees that it shall not accept contingent or supplemental commissions on any of Client's placements.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and solely to the extent that, such return premiums or other payments are disputed by Client.

V. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, Confidential Information means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which

such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). In addition, Gallagher may also utilize anonymized/de-identified Client data in connection with data analytics, service enhancement initiatives and similar business purposes. Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

This Agreement is subject to the Freedom of Information Act (FOIA).

VI. LIABILITY LIMITATIONS

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed $20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, or punitive damages or for any attorneys' fees other than as described in Section VIII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

VII. MISCELLANEOUS

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying Party's: (i) breach of any representation, warranty or covenant made by such Party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior

written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party's obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under Section VI.A of this Agreement shall be brought in federal or state court in McLean County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	**CITY OF BLOOMINGTON**
By: [redacted] Derek Wright (Apr 18, 2022 10:16 CDT)	By: _____
Name: J. Derek Wright	Name: _____
Title: Area President	Title: _____

Fee: $41,593

5/1/2022 to 5/1/2023

EXHIBIT A

City of Bloomington

BROKERAGE SERVICES FOR POLICY TERM 5/1/2022 to 5/1/2023

Coverages provided under this Service Agreement: Property (including Inland Marine) General Liability, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Public Officials Liability (including Employment Practices Liability), Employee Benefits Liability, Excess Liability, Excess Workers Compensation, Boiler & Machinery, and Crime

1. Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
2. Prepare Renewal Spreadsheets and forms. Obtain renewal information from the Client and Consultant.
3. Produce comprehensive submissions, based on underwriting data compiled and present to each selected market.
4. Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
5. Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
6. Arrange for binders to be prepared and deliver binders to the Client and copy to Risk Management Consultant.
7. Review the accuracy of all policies and obtain corrections where needed in a timely manner.
8. Distribute copy of policies to both the Client and Risk Management Consultant.
9. Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
10. Issue or arrange for issuance of Auto ID cards and Certificates of Insurance (within 24 hours) as requested by the Client.
11. Act as Liaison if necessary between claims TPA/Insurance Carrier(s) and Client
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board.
13. Review Insurance Contracts/Vendor Certificates as requested.

Signature: [redacted]
Derek Wright (Apr 18, 2022 10:16 CDT)

Email: derek_wright@ajg.com

Title: Area President

Company: Arthur J. Gallagher & Co.

		2022 Renewal Cost / Program Options				
1	2	3	4	5	6	7
	Gallagher Safety National	Gallagher Safety National	Gallagher Safety National	Gallagher Safety National	Gallagher Safety National	Gallagher Safety National

NUGENT CONSULTING, LLC
INSURANCE & RISK MANAGEMENT CONSULTING

April 18, 2022

Ms. Nicole Albertson
Mr. Alex Rosas
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Insurance Coverage Renewal

Dear Nicole and Alex:

As we have done for many years, we met in October to commence the insurance renewal process. The City's current insurance broker, Gallagher, indicated the market would likely drive costs up another 22% due to continued challenges in the property, liability, and cyber insurance market.

The same general conditions that were present at the 2021 renewal are present for the 2022, but with further deterioration in the cyber market. We learned early on that Safety National Casualty (SNC) intended to pull back its limit offer from a total of $10,000,000 to $5,000,000. So the biggest challenge for the renewal was filling in that $5,000,000 layer by either replacing SNC altogether, replacing just that layer with an alternative insurer, or pulling the higher layer down and either expanding that limit adding a layer on top. All of these options would be the major cost increase driver for the renewal. We directed Gallagher to secure competitive proposal. We were also approached by another agent (McClure & Associates) with a desire to provide quotations.

The attached spreadsheets provide the comparison of all eight options. Those options are summarized below:

Option 1 is the same structure as currently in place. Gallagher was successful in having Allied World drop their $5,000,000 limit above SNC and using States Risk Retention Group (SRRG) for the final $10,000,000 excess liability layer. States is a risk retention group (unrated) licensed by legislation passed in the last liability market crisis in the mid-1980s. They have quality reinsurers and I have no hesitation in recommending them. The only alternate to SRRG for the last $10 Mil of coverage is Option 5 – which would cost $93,000 in additional premium to recommended option.

Option 2 removes the aggregate excess coverage. The City has not used this provision in the past 20 years. This option saves $10,000.

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Option 3 increases the auto physical damage deductible from $50,000 to $100,000. Historically the City has not had any claims in that corridor, so the savings (an additional $11,000) is worthwhile. Option 3 is the recommended option.

Option 4 is an option from Travelers Insurance Company for the primary and excess liability coverages. All coverages match Option 2 but is $41,000 higher than the Safety National options.

Option 5 was explained above and is only provided to show the cost of the rated insurer in the excess layer.

Options 6-8 are a combination of the Travelers property and liability through Gallagher and workers compensation options from McClure – two with Midwest Employers Casualty and one from the Illinois Public Risk Fund (IPRF). Options 6&7 are not competitive on cost and involve a much higher workers compensation self-insured retention. Option 8 is competitively priced and has the lowest workers compensation self-insured retention. IPRF requires the City to use CCMSI for claims administration. This would result in the City having to pay PMA run-off fees on the open WC claims and would cost the City more than $50,000 for each of the next 3-5 years, wiping out the savings.

McClure was unable to provide alternatives for the non-workers compensation lines of coverage due to the limited market availability and some confusion in the market between the two brokers and the respective assignments.

Assuming you agree with the recommendation for Option 3, the overall cost increase is just under $185,000 or 17%. $110,000 of the increase is due to the need for the fill in layer of excess liability. $41,000 is from the property and due to an increase in values (insurers are dictating increases in values to match or catchup on inflation). $16,000 is on the workers compensation program and related to payroll increases. $15,000 is on the cyber but well below the cyber benchmark increases (50%+). The cyber deductible will increase from $25,000 to $50,000.

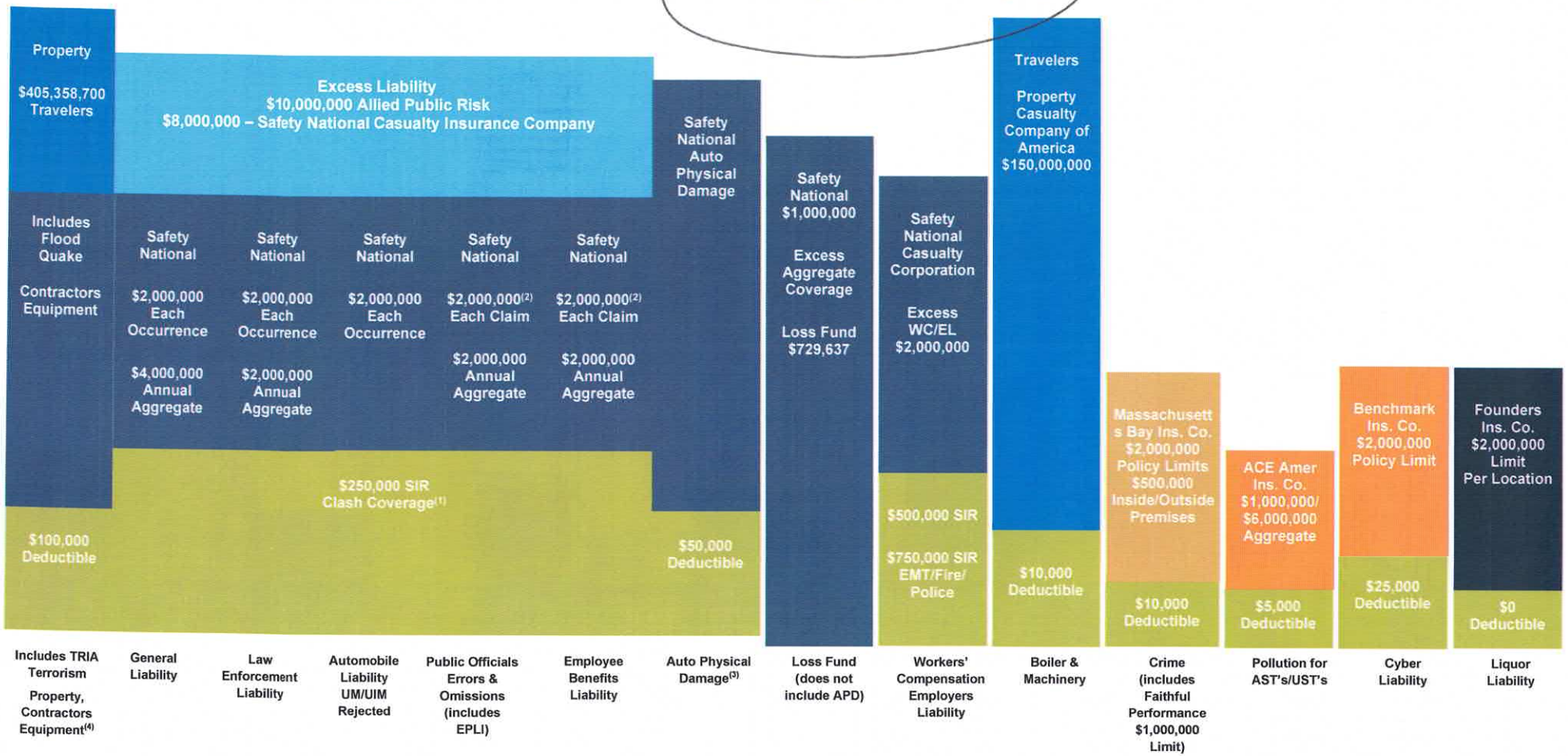
I recommend the City Council approve the insurance program Option 3 .

Sincerely,

Michael D Nugent

City of Bloomington – Option 2

Safety National/Travelers Program Structure Chart – Effective May 1, 2021 to May 1, 2022



(1) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss

(2) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.

(3) Safety National –Auto Physical Damage – All vehicles at ACV except Emergency Vehicles at Stated Value – changes mid-term do not need to be reported to carrier

(4) $100,000 Deductible for Windstorm/Hail deductible and $250,000 Deductible for Flood Zone A.

Safety National notes: Coverage for Dams is silent – no specific exclusion; Sexual Abuse under the GL section and any claim for other sections will be picked up in this coverage section

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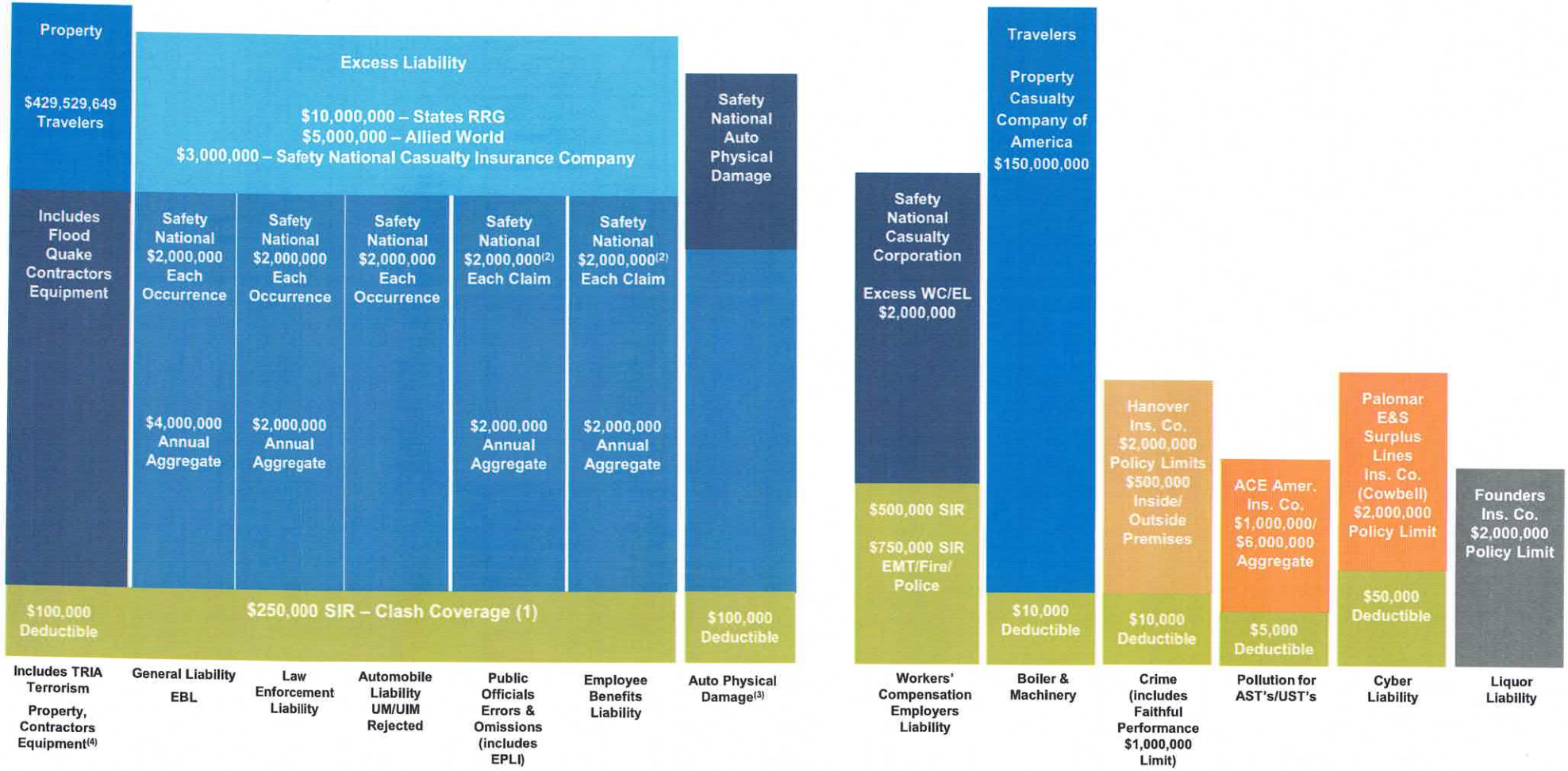
Gallagher

Gallagher

Safety National/Travelers Program Structure Chart – Effective May 1, 2022 to May 1, 2023



(1) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.

(2) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.

(3) Safety National –Auto Physical Damage – All vehicles at ACV except Emergency Vehicles at Stated Value – changes mid-term for emergency vehicles need to be reported to carrier.

(4) $100,000 Deductible for Windstorm/Hail deductible and $250,000 Deductible for Flood Zone A.
Safety National notes: Coverage for Dams is silent – no specific exclusion; Sexual Abuse under the GL section and any claim for other sections will be picked up in this coverage section.

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CITY OF Bloomington ILLINOIS

CONSENT AGENDA ITEM NO. 7.P

FOR COUNCIL: April 25, 2022

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve 1) Removal of the City of Bloomington from the Intergovernmental Personnel Benefit Cooperative (IPBC) risk pooling arrangement which utilizes Blue Cross Blue Shield as the claim administrator and network provider, as of July 1, 2022, and 2) Approval of an insurance broker agreement with Holmes Murphy, as requested by the Human Resources Department.

RECOMMENDED MOTION:
The proposed change to the City's self-funded health insurance (effective July 1, 2022) and broker arrangement be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: The City has been aligned with Intergovernmental Personnel Benefit Cooperative (IPBC) since January 1, 2017. IPBC allows units of local government to band together for insurance purposes and is available to municipalities, counties, special districts and intergovernmental agencies. IPBC provides economies of scale typically for smaller municipalities with risk pooling for high dollar insurance claims, which allows members more financial stability than typically offered by the commercial insurance market. Members are responsible for claims under $50,000. Cost for claims between $50,000 and $500,000 is redistributed amongst the membership, while claims over $500,000 are fully reinsured.

The City experienced favorable renewal pricing the first 3 years while aligned with IPBC. The last 2 years, however, PPO premiums have increased 8.9% and 5.8% respectively. Most employees enrolled in healthcare coverage are enrolled in one of the PPO options the City offers. Human Resources has continued to monitor this trend. With inflation on the rise and Great Resignation in full effect, the City is not immune to realities across the United States in attracting and retaining qualified staff while keeping a close eye on overall costs.

As a result of the above, City staff is recommending withdrawing from the IPBC, utilizing a new insurance broker (Holmes Murphy) and purchasing health and life insurance directly. This change will positively impact employees and taxpayers alike, with the ability as of 7/1/22 to:

- Maintain the exact same PPO and HMO coverages with BCBS along with our Employee Life insurance coverage via Standard Life that is provided today.

- Provide prescription drug benefits through Prime Therapeutics like what is currently provided via Express Scripts, that will now be integrated with BCBS medical plans.
- Remove the City from the risk sharing pool of all Members on claims between $50,000 and $500,000 to a conservative $150,000. Not sharing in the claims incurred by smaller less healthy Members should help to insulate the City from large-scale future premium increases.
- Realize a 6.6% reduction on current insurance premiums which is based on the health of our employees and current medical trend. This translates to over $300,000 in annualized savings for the City, based on current plan enrollment and associated costs. Additional savings will be realized for the Library, Township, and City of Bloomington retirees – for those enrolled in plan coverage.
- Allow the City to capture all the health improvement and cost savings generated by our current Wellness Program, managed by City staff.
- Greatly improve our ability to design future strategies for cost management with much improved access to the data from our group and that of similar-size cities.

Please note: City of Bloomington retirees pay the full cost of medical coverage. The City does not provide subsidy towards monthly premiums.

As the City removes itself from the IPBC arrangement, it will no longer receive insurance broker and healthcare consulting services. That said, the City will partner with Holmes Murphy to provide those services. In keeping with Objective 1e, the City conducted a request for proposal from those who offer the same or similar services as it receives today.

Request for Proposals (RFP) #2022-29 - Employee Health Insurance & Related Benefits Broker/Consultant Services was released through the City's eProcurement system, OpenGov on 2/25/22. Submissions were received on 3/18/22 and the brokers who submitted proposals in response to the City's RFP are as follows:

- BPA Troxell
- Clemens & Associates
- Cottingham & Butler
- Holmes Murphy
- Snyder & Snyder Agency, Inc.

Initial evaluation criteria utilized by the committee was as follows:

- Responsiveness
- Responsibility
- Demonstrated ability to analyze/meet the City's Needs for Health & Other Employee Benefit Plans
- Experience/Qualifications in the Industry
- References
- Pricing Proposal
- Services Available
- Other Qualifying Information

The committee reviewed and scored the five firms on this criteria and selected four of the firms for an interview/presentation.

Criteria utilized for the second part of the evaluation process was as follows:

- Presentation
- Experience
- Customer Service
- Technology
- Long-term Strategic Vision
- Financial
- Wellness/Primary Care Clinic Experience

Based on overall evaluation criteria from the evaluation committee, Holmes Murphy scored the highest and was selected to best fit the long-term needs of the City – especially in the areas of Strategic Vision and Wellness/Primary Care Clinic Experience. It is our desire to establish a three (3) year contract with Holmes Murphy as our insurance broker and consultant with an option to later renew (RFP #2022-29) in the following amounts:

- Year 1 - $67,200
- Year 2 - $69,000
- Year 3 - $70,800

The cost of the first year with Holmes Murphy was included in the projected overall savings to the City and is not an additional expense.

The firm has significant experience, not only with municipalities and private employers across Illinois and Midwest, but also nationwide. Their superior financial forecasting abilities and knowledge of emerging trends within the broader healthcare and wellness industries will help the City of Bloomington provide long-term, strategically competitive benefits to attract and retain employees that are also cost-effective.

The approval and purchase for the insurance from BCBS will come forward on a future agenda once all of the paperwork is completed.

Life Insurance: Employee Life Insurance will continue the same as current, but on a direct basis with Standard Insurance Company.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: As of 7/1/22, plan enrollees and the City will realize a 6.6% reduction on current insurance premiums which is based on the health of our employees and current medical trend. This translates to over $300,000 in annualized savings for the City, based on current plan enrollment and associated costs. Additional savings will be realized for the Library, Township, and City of Bloomington retirees – for those enrolled in plan coverage.

The cost of the first year to engage with Holmes Murphy as the City's health insurance consultant and broker is included in the projected overall savings and is not an additional expense. This of course is dependent on paperwork being finalized with Blue Cross Blue Shield, which is currently in process.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Hansen, Compensation & Benefits Manager

Reviewed by:

Tara Henry, Legislative Assistant & Records Manager	4/8/2022	Chris Tomerlin, Budget Manager	4/11/2022
Jeffrey R. Jurgens, Corporation Counsel	4/22/2022	Tara Henry, Legislative Assistant & Records Manager	4/22/2022

Attachments:

- HR 1B Holmes Murphy - Proposed Services Agreement

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SERVICES AGREEMENT

This Agreement for Services ("Agreement") is made the _____ day of April, 2022 ("Effective Date") between City of Bloomington, Illinois ("Client"), and Holmes Murphy & Associates, LLC ("Holmes Murphy"), either or both of which entities may be referred to individually or collectively as "Party" or "Parties", respectively.

WHEREAS, Holmes Murphy provides consulting and brokerage services to clients in the field of health and welfare benefits; therefore, Client hereby engages in the services of Holmes Murphy, and in consideration of the promises herein contained.

NOW, THEREFORE, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

Holmes Murphy will provide professional services in the area of health and welfare benefits as outlined in the Exhibit A attached hereto and hereby incorporated into this Agreement. Holmes Murphy is not responsible for services offered by a third party regardless of whether the third party was recommended by Holmes Murphy in their capacity as Broker of Record.

II. SERVICES FEES

Compensation for medical and dental consulting will be a flat monthly consulting fee of $5,600.00 for Year 1. It will increase to $5,750/month in Year 2 and $5,900/month in Year 3. Compensation for non-medical/dental benefit coverages are paid by the vendor to Holmes Murphy. National Carrier bonus payments or override commissions may be paid to Holmes Murphy based on national volume not specific to Client and those funds are directed to corporate initiatives.

Client will not incur any additional monthly fees after the Agreement is terminated as provided in Section III.

III. TERM

This Agreement will begin on the 1st day of July, 2022 and will continue for a period of three (3) years thereafter (Initial Term). This Agreement may be renewed for additional one (1) year terms (each, a Renewal Term), upon written, mutual agreement of both Parties. The Initial Term and Renewal Term are collectively referred to herein as the Term. This Agreement may be terminated at any time and for any reason by either Party by providing ninety (90) days prior written notice to the other Party. In the event Client is transitioning health and welfare benefit services to another provider upon termination, Holmes Murphy shall use all reasonable efforts to share information and coordinate such transition with the new provider in a professional and workmanlike manner.

IV. INDEMNIFICATION

Each Party ("Indemnitor") hereby agrees to indemnify, defend and hold harmless the other Party ("Indemnitee"), including the Indemnitee's subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, claims, demands, actions, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney fees) arising out of or related to (i) the Indemnitor's performance or failure to perform any of its

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obligations under this Agreement, or (ii) any other negligent act or failure to act on the part of Indemnitor. In no event will either Party be liable for any special, incidental, punitive, indirect or consequential damages whatsoever arising out of the services, even if the party has been advised of that possibility. Notwithstanding the foregoing, Holmes Murphy's total liability under this section shall not exceed the sum of One Million Dollars ($1,000,000.00).

V. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that: (i) it is duly authorized and licensed to do business and carry out its obligations under this Agreement; (ii) the making of this Agreement does not violate any law, regulation or agreement to which it is a party; (iii) in fulfilling its obligations pursuant to this Agreement, it will comply with all applicable federal, state and local laws or regulations; (iv) it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been authorized by all necessary corporate action; (v) it has obtained all third party consents required to enter into this Agreement and neither the execution, delivery or performance of this Agreement will conflict with or constitute a breach of its certificate of incorporation, charter or by-laws; (vi) it has had the opportunity to read this Agreement, has voluntarily entered into this Agreement, and is fully aware of its terms and conditions. The representations and warranties of this Section shall survive the termination of this Agreement.

VI. CONFIDENTIALITY

Holmes Murphy acknowledges that during the term of this Agreement, it will have access to or may come in to possession of various confidential materials of Client, including without limitation: employee information including name, address, social security number or any other personally identifiable information; contact information; account information; financial information; and security and operational procedures and information. Holmes Murphy agrees that it will not divulge any confidential material to any third party without Client's prior written consent, provided, however, Holmes Murphy shall be permitted to divulge confidential material to third parties that are utilized to provide the services to Client. Holmes Murphy will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Holmes Murphy receives or has access to under the Services Agreement or in connection with the performance of any services for Client.

Holmes Murphy further agrees that all confidential material shall be and remain the property of Client. All such information in tangible form, including all tools and equipment, shall be returned to Client promptly upon written request or the termination of the Agreement, and shall not thereafter be retained or used in any form or manner by Holmes Murphy. Notwithstanding the foregoing, subject to its obligations of confidentiality, Holmes Murphy may retain one copy of documents containing confidential information necessary for archival purposes and to defend its work product, in compliance with its internal document retention policy. This undertaking shall survive any termination of this Agreement.

Both Parties understand and agree that this Agreement and Client, being a Municipality in the State of Illinois, are subject to the Freedom of Information Act (FOIA).

VII. ASSIGNMENT

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No Party may assign this Agreement, or the proceeds thereof, without prior written consent of the other Party. Notwithstanding the foregoing, a sale of all or substantially all of the assets of a Party shall not be considered an assignment under this section.

VIII. NOTICES

Notices will be effective under this Agreement when in writing and delivered by next-day delivery service (with proof of delivery) or mailed by certified or registered mail, return receipt requested, to the appropriate Party below, with a copy to each Party's respective General Counsel,

Attn: General Counsel
Holmes Murphy & Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263

City of Bloomington
Attn: Legal Department
PO Box 3157
Bloomington, IL 61701
Legal@cityblm.org

or to the person and at the address designated in the future. Notices shall be deemed given on the date delivered or date of attempted delivery, if service is refused.

IX. SEVERABILITY

In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

X. CAPTIONS

The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.

XI. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement shall create any association, partnership, joint venture or principal/agent relationship between Client and Holmes Murphy, it being understood that the Parties are, with respect to each other, independent contractors, and neither Party shall have an authority to bind the other in any way.

XII. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State ofIllinois, without regard to its conflict of law rules.

XIII. WAIVER

The failure to exercise any right under this Agreement shall not be deemed to be a waiver of such right, and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent, actionable breach.

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XIV. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto constitute the entire understanding between the Parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written. This Agreement or any part or provision hereof shall not be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and executed by authorized representatives of both Parties.

XV. COUNTERPART EXECUTION

This Agreement may be executed in multiple counterparts, including emailed or telecopied facsimile, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. In Witness Whereof, the Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

AGREED:

Client	Holmes Murphy & Associates, LLC
By: _____	By: [redacted]
Name: _____	Name: Karla Radda
Date: _____	Date: 4/12/2022 | 2:19:55 PM CDT
Title: _____	Title: Chief of Staff/Shareholder

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Exhibit A – Scope of Services

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City of Bloomington, Illinois

Consulting Scope of Services & Compensation Disclosure
March 18, 2022

HOLMES MURPHY

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HEALTH AND WELFARE BENEFITS CONSULTING

Holmes Murphy & Associates (Holmes Murphy) is pleased to provide Health and Welfare Benefit Consulting Services to the City of Bloomington. The following agreement outlines the scope of health and welfare benefit brokerage and consulting services to be provided by Holmes Murphy to the City of Bloomington. Each service described below will be provided by our in-house Holmes Murphy staff.

I. CONSULTING SERVICES

- Conduct our proprietary Core Beliefs exercise with City Management to identify your "healthcare why."
- Designated consulting team will develop a strategic plan for both immediate and long-term approaches in order to optimize benefits and mitigate health care cost trends.
- Conduct strategic meetings/video conferences.
- Vendor Management - Provide ongoing assistance with resolving vendor issues with enrollment, claims, billing, eligibility, coverage appeals, etc. upon request from the HR Team.
- Conduct policy/contract/certificate review for completeness and accuracy.
- Provide administration/HR support to the City's personnel.
- Prepare, strategize, and facilitate Open Enrollment meetings.
- Conduct/facilitate employee engagement surveys.
- Prepare annual strategic timeline.
- Consult on benefit plan design and eligibility (waiting periods, contract language, etc.).
- Benchmarking analysis by industry, region and compared to Holmes Murphy's book of business.

II. MARKETING SERVICES (RENEWALS)

- Holmes Murphy underwriting/budget analysis.
- Evaluate and consult on market trends.
- Evaluate and market benefit portfolio through RFP process.
- Analyze, present, and recommend marketing results based on the benefits strategy set forth by City Management and Holmes Murphy.
- Negotiate pricing, performance guarantees, and contract terms with carriers.
- New carrier installation/implementation support.
- Carrier review (A.M. Best).
- Review plan documents and SBCs for accuracy and consistency with terms of coverage sold/renewal terms.
- Contract/agreement/policy/certificate review/delivery.
- Benefit Portfolio Financial and Utilization Analysis.
- Financial/strategic/budget planning.
- Consult on bargaining/negotiations.
- Track benefit design and rate history.

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III. COMMUNICATIONS

- Develop communications for annual benefits Open Enrollment and new hire orientation.
- Advise employees on benefits through Open Enrollment meetings and education.
- Assist in providing health and wellness related content for monthly employee newsletters.
- Develop strategic communication calendar and timeline.
- Access to Human Resource team support portal (HR360).
- Access to Holmes Murphy-sponsored seminars/webinars.
- Evaluate and provide feedback on communication tools and materials included in carrier contracts, such as plan selection tools, wellness newsletters, etc.

IV. COMPLIANCE

- Provide weekly Compliance Alert emails and updates.
- Conduct our Compliance Scorecard review to ensure the City of Bloomington is in compliance with all state and federal regulations.
- Inform client on legislative and regulatory changes with potential impact on benefit plans.
- Provide benefit compliance required notices.
- Ensure the City of Bloomington's benefit plan designs are in compliance.
- Access to an HRHotline through our HR360 partnership.
- Respond to inquiries as requested.
- Holmes Murphy-sponsored seminars and webinars.

Holmes Murphy provides general guidance to its clients on employee benefits and related personnel matters but does not provide legal advice.

V. WELLNESS/CLINICAL SERVICES

- Evaluation and implementation of wellness/clinical and carrier provided programs.
- Employee wellness education campaigns.

VI. FINANCIALS/REPORTING/DATA ANALYSIS

- Monthly claims reporting (including claims vs. budget results, large claimant analysis, per employee per month costs, claims trend summary, enrollment by tier and prior claims comparisons).
- Annual health plan financial analysis for executive review.
- Use of Holmes Murphy's proprietary budget modeler.
- Reforecast current year budget with revised enrollment.
- Contribution modeling analytics.
- Develop reserve and quarterly IBNR projections and consult with auditors, as requested.
- Analysis of risk levels and stop-loss modeling.
- PBM/network/carrier/cost containment marketing/review.
- Carrier network analysis.
- Calculate COBRA rates for all benefits.

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VII. ADDITIONAL SERVICES

Additional Services are available either through Holmes Murphy or a third party at an additional cost. These services are not included in the Holmes Murphy core scope of services. For an estimated cost of each additional service, please speak to your Holmes Murphy Consultant.

Holmes Murphy is not responsible for services offered by a third party regardless of whether the third party was recommended by Holmes Murphy in their capacity as Broker of Record.

- ACAP Health products and services.
- Innovative Captive Strategies solutions.
- ethOs consulting.
- AVANT Specialty Benefits.
- Third-party audit costs.
- GASB liability/OPEB Calculation.
- Leave of Absence Management.

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VIII. HOLMES MURPHY COMPENSATION AND DISCLOSURES

Holmes Murphy would be honored to provide benefit advisory services to the City of Bloomington. We are comfortable with any compensation methodology other than billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can discourage customers from accessing our consulting services.

Our typical compensation arrangement is based on a pre-agreed, fixed annual budget. **While we strive to create a balance between revenue and resources, Holmes Murphy, in no way, wants cost to become a barrier to earning the right to work with the City of Bloomington**. Below is a description of our multi-year proposed compensation arrangement.

Description	Multi-Year Fee Agreement July 1, 2022 – June 30, 2025
Employee Benefits Consulting	Year 1: $67,200/annually ($5,600 billed monthly) Year 2: $69,000/annually ($5,750 billed monthly) Year 3: $70,800/annually ($5,900 billed monthly)

Our goal is to become your most trusted advisor – for many years. Upon the end of a full year of brokerage services, if the City of Bloomington is in any way not satisfied with our services, or if the City of Bloomington does not feel we full-filled our promises through our actions and services, we will lower our costs by **10% for the next year of service** as your employee benefits consultant.

Disclosures:

As mentioned, compensation transparency is important to Holmes Murphy, and we strive to provide all clients with a clear picture as it relates to our compensation beyond the traditional reports you may receive. We provide this compensation disclosure to you in good faith as we value your full understanding of the relationship which you have with Holmes Murphy. If you have any questions on Holmes Murphy's compensation as it relates to our partnership, please reach out to your account team for additional discussion.

Holmes Murphy receives compensation on accounts either through a consulting fee paid by the client and/or through commissions paid by the insurance company. Such compensation is dictated by state law, which Holmes Murphy works to comply with in all jurisdictions.

Additionally, Holmes Murphy may receive compensation for non-medical/dental benefit coverages or other ancillary products that are paid by the vendor to Holmes Murphy. National carrier contingency payments or bonus payments may also be paid to Holmes Murphy based on national volume not specific to any client as well as several "contingent" factors related to overall premium volume, premium growth year-over-year, profitability and/or retention targets set by the insurer and those funds are directed to corporate initiatives. Holmes Murphy may also receive compensation for placing your insurance from other intermediaries, such as wholesalers and premium finance companies, which may or may not be affiliated with Holmes Murphy. That compensation may be in the form of commissions, administrative fees, placement fees, interest, or other compensation none of which are tracked or budgeted for since they are not guaranteed. Override compensation, when available, is used to offset expenses relative to our expertise areas (clinical, data analytics, communications, and actuarial).

Contingency earnings for HMA in the last three years have been between 6-8% of Employee Benefit earnings. Additional compensation may be earned but may be unable to be calculated at the time of this disclosure. Clients may choose to opt out of contingency arrangement calculations by notifying their HMA consultant in writing.

Finally, Holmes Murphy works closely with numerous carriers and vendors who may provide gifts or other non-monetary based compensation as part of our ongoing and established relationship. While this is not the case with every carrier or vendor, Holmes Murphy does accept such gifts or other non-monetary based compensation as a normal course of business.

CONSENT AGENDA ITEM NO. 7.Q

FOR COUNCIL: April 25, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing a Change Order for $30,000 to the Contract Between the City of Bloomington and Bradford Systems Corporation (RFP #2020-38) for the Purpose of Digitizing Records Citywide, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed Resolution be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: The City issued a request for proposal for Citywide digitizing of records in March of 2020. Bradford Systems Corporation's proposal was chosen, and on 8-10-20, City Council approved a three (3) year contract with one optional additional year. This is the second year of the contract, and purchase order #20200034 was approved for $111,500. The City has been relocating numerous departments this year and the City Clerk Department recognized the need to digitize paper files so the records did not have to be moved or continuously physically maintained. Staff also recognizes that digitization is a key component in creating accessibility to records requested by internal staff and by the public in the case of a Freedom of Information Act request. This change order will allow for microfilmed documents to be digitized so they can be easily accessed without the manual use of a microfilm reader.

Staff believes that a change order in the amount of $30,000 will help facilitate the transition of moving the City from a paper-based records management system to a digitally-managed one. The City Clerk Department has sufficient remaining budget in the Other Professional & Technical Services line item to transfer to the Imaging line item to cover this change order. Staff feels this digitization is a key component in creating accessibility to records requested by internal staff and by the public in the case of a Freedom of Information Act request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a transfer totaling $30,000 will be made from the City Clerk Other Professional & Technical Services account (10011310-70220) to the City Clerk - Imaging account (10011310-70612) to pay for the additional digitizing of record. Stakeholders can locate this in the Budget Book titled "Budget Overview & General Fund" on page 143.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant & Records Manager

Reviewed by:

Leslie Yocum, City Clerk 4/18/2022

Carla Murillo, Procurement Manager 4/18/2022

Chris Tomerlin, Budget Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant 4/21/2022

Attachments:

- CLK 2B Resolution

RESOLUTION NO. 2022 - ___

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR $30,000 TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND BRADFORD SYSTEMS CORPORATION (RFP #2020-38) FOR THE PURPOSE OF DIGITIZING RECORDS CITYWIDE

WHEREAS, the City of Bloomington (CITY) originally approved a contract with Bradford Systems Corporation (BRADFORD) for digitizing City records based upon RFP #2020-38 for a three (3) year contract with the option of one additional year; and

WHEREAS, the CITY has utilized this contract for the past two years and purchase order (PO) #20220034 was created and approved for the period of 5/1/2021 – 4/30/2022 in the amount of $111,500; and

WHEREAS, many departments were relocated during this fiscal year and the City Clerk was able to assist by offering to digitize numerous hard copy documents so they did not have to be stored or moved; and

WHEREAS, the City Clerk is requesting a change order in the amount of $30,000 to meet this need and the money will be transferred from savings in the City Clerk's Other Professional & Technical services line item budget to the Imaging line item; and

WHEREAS, Staff believes this change order request is in the best interest of the City.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 7.R

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Contract Amendment and Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of 1) the Third Amendment to the Contract between the City of Bloomington and Alexander Chemical Corporation, for Liquid Chlorine, in the amount of $1,525 per ton, from May 1, 2022, to April 30, 2023, and 2) an Ordinance Authorizing the Mayor and City Manager to Approve Future Contract Amendments for Liquid Chlorine through April 30, 2023.

Liquid Chlorine is a compound added to provide the necessary and mandated concentration of disinfectant within the water distribution network. The City is required to maintain a concentration of 0.5 mg/l to achieve this public health goal. Ammonia is added to water already containing chlorine to form a class of compounds known as chloramine. Chloramine acts as a disinfectant, just like chlorine, but is more stable in the water delivered to customers for a longer period of time than chlorine alone.

On April 12, 2021, City Council approved a three-year contract with Alexander Chemical for the purchase of liquid chlorine that included a first-year price of $442.80 per ton. However, on June 29, 2021, Alexander Chemical notified the City of Bloomington of a chlorine supply shortage and large price increases from manufacturers. As a drinking water facility, the City is prioritized in the receipt of chlorine. While Alexander Chemical said that they were in a good position to continue to supply the chemical, they were unable to provide liquid chlorine at the contracted price. Therefore, they originally requested that the City amend the contract to a cost of $655 per ton through April 30, 2022. City Council approved the First Amendment to the contract on July 12, 2021.

On November 23, 2021, Alexander Chemical notified the City of Bloomington of a continuing chlorine supply shortage and continuing large price increases from manufacturers. While

Alexander Chemical said that they were in a good position to continue to supply the chemical, they were unable to provide liquid chlorine at the amended price. Therefore, they requested that the City amend the contract to a cost of $1,375.00 per ton through April 30, 2022. City Council approved the Second Amendment to the contract on December 13, 2021. In addition, City Council approved an ordinance that authorizes the Mayor and City Manager to approve future contract amendments for the Liquid Chlorine contract through April 30, 2022.

The conditions presented last year have become worse and continue to negatively impact the price of liquid chlorine. Alexander Chemical is still in a good position to continue to supply the chemical, but they are unable to provide liquid chlorine at the price contracted in the First Amendment and Second Amendment. Therefore, on April 1, 2022, they requested that the City amend the contract to the cost of $1,525 per ton through April 30, 2023. Due to the importance of liquid chlorine for safe drinking water and the national and global shortages, City staff believes it in the best interest of the City to continue this contract. Research has been done to determine that the price of $1,525 is consistent with the bid amount other local municipalities have received recently.

As additional price increases may occur, staff is also requesting the approval of an ordinance that authorizes the Mayor and City Manager to approve future contract amendments for the Liquid Chlorine contract through April 30, 2023.

The City Manager currently has spending authority up to $50,000. This ordinance increases that authority, solely for purposes of purchasing liquid chlorine, up to the amount that funds are available, through April 30, 2023, to allow for the execution and processing of these contract amendments on a more expedited basis; as well as in preparation that the price of liquid chlorine is expected to fluctuate further.

Although these contract amendments would not need to come back before the City Council for approval, the ordinance does require the City Manager to report to the City Council, at its regular meeting, any contract amendments that were approved by the Mayor and City Manager since the last Council meeting. The Mayor was included as a signatory requirement for the contracts as an additional check and balance for the process.

By authorizing the Mayor and City Manager to execute these contract amendments, it is estimated to remove administrative time from the process and expedites the purchase of liquid chlorine, which is necessary for treating potable water.

Chlorine prices are impacted by multiple factors. The below factors contributed to last year's and this year's increase in supply cost.

- Major damage caused by hurricanes along the Gulf in 2020 and 2021 where 75 percent of chlorine production is located.
- Permanent closure and anticipated reconstruction of some damaged or destroyed chlorine production plants.
- Reduction in production due to the lagging caustic soda demand (caustic soda is a byproduct of chlorine production).
- Short supply of chlorine, which has driven up prices to the distributors who are struggling to meet demand.

In addition, the American Water Works Association (AWWA) is aware of this situation and has

released an update on the chlorine supply issue. Further, the Environmental Protection Agency (EPA) has recently advised that public water systems and publicly owned treatment works may experience a shortage or other serious supply chain issues for water treatment chemicals and other critical supplies. The EPA further advises that, if this occurs, systems should first work with their current suppliers or identify other potential suppliers in their area. Further steps may need to include consulting with the Illinois EPA and seeking relief under the Safe Drinking Water Act or Defense Production Act if unable to secure the necessary supply.

The attached documents include information from the AWWA and EPA, market reports, news, and letters from chlorine manufacturers outlining additional details on the reasons for the price increases. Staff also researched recent bids from other communities and professional procurement organizations and found that the price increases are consistent across the industry.

The City of Bloomington and Alexander Chemical will re-evaluate the pricing no later than 45 days prior to April 30, 2023, to reduce the per ton price back to the contracted price of $456.40 per ton delivered for year two of the contract. If the contractor is unable to provide the service at the originally contracted price, the City reserves the right to terminate the contract, and the purchase can be bid again. In addition, if market prices for liquid chlorine lower prior to the end of the second year of the contract, April 30, 2023, Alexander Chemical will lower the price per ton delivered accordingly.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT This is a FY 2023 budgeted item. If the Third Amendment is approved, a new purchase order will be generated for FY 2023 to account for the contract amendment change and to provide a buffer in case additional chlorine is needed.

Approximately $140,000 in total will be allocated to cover liquid chlorine purchases in FY 2023. The liquid chlorine purchases will be paid out of the Water Purification-Water Chemical account (50100130-71720). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled “Other Funds & Capital Improvement” on page 92.

Public Works Staff in the Water Purification Division will budget accordingly for each future fiscal year.

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:

Kevin Kothe, Director of Public Works 4/13/2022

Carla Murillo, Procurement Manager 4/13/2022

Chris Tomerlin, Budget Manager 4/14/2022

Jeffrey R. Jurgens, Corporation Counsel 4/14/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 4B Third Amendment FY22-FY24 Liquid Chlorine Contract Amnd 3
- PW 4C Ordinance_Third Amendment_FY22-FY24 Liquid Chlorine Contract Amnd 3
- PW 4D Original Contract_FY22-FY24 Liquid Chlorine Contract Amnd 3
- PW 4E First Amendment_FY22-FY24 Liquid Chlorine Contract Amnd 3
- PW 4F Second Amendment_FY22-FY24 Liquid Chlorine Contract Amnd 3
- PW 4G Second Amendment Ordinance_FY22-FY24 Liquid Chlorine Contract Amnd 3
- PW 4H Industry Information_FY22-FY24 Liquid Chlorine Contract Amnd 3

THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ALEXANDER CHEMICAL CORPORATION FOR LIQUID CHLORINE

This Third Amendment, made and entered into this ___ day of _____, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and ALEXANDER CHEMICAL CORPORATION, (hereinafter "ALEXANDER"), WITNESSETH that:

WHEREAS, on April 12, 2021, a three-year long Contract for Liquid Chlorine ("Contract") was made between the CITY and ALEXANDER for delivery of liquid chlorine to the Bloomington Water Treatment Plant on an as needed basis; and

WHEREAS, on July 1, 2021, a First Amendment was entered into between the CITY and ALEXANDER ("First Amendment") due to a national shortage on chlorine causing ALEXANDER to be unable to afford to supply the CITY with chlorine at the contracted price for year one of the Contract of $442.80 per ton delivered, and instead would have to raise the price to $655.00 per ton delivered; and

WHEREAS, ALEXANDER again notified the CITY on November 23, 2021 that due to the continued and worsening shortage of chlorine, ALEXANDER could no longer afford to supply the CITY with chlorine at the amended contracted price for year one of the Contract of $665.00 per ton delivered, but would have to raise the price to $1375.00 per ton delivered beginning December 1, 2021; and

WHERAS, on December 13, 2021, a Second Amendment was entered into between the CITY and ALEXANDER ("Second Amendment") for the price to be raised to $1375.00 per ton delivered due to the continuing chlorine shortage and pricing concerns; and

WHEREAS, on April 1, 2022, ALEXANDER notified the CITY of another need to increase prices to either $1,500.00 per ton with a 90-day price protection beginning on May 1, 2022 or $1,525.00 per ton with a 6-month price protection beginning on May 1, 2022; and

WHEREAS, the parties desire to amend the Contract, as set forth herein, to select the second option provided by ALEXANDER at a price point of $1525.00 per ton, with a 6-month price protection beginning May 1, 2022, with the possibility for further price increases upon agreement by the CITY in light of the continued shortages of chlorine, delivered until April 30, 2023; and

WHEREAS, if market prices for liquid chlorine lower at any point prior to the end of the 6-month price protection or second year of the Contract, April 30, 2023; ALEXANDER will lower the price paid by CITY accordingly and proportionally; and

WHEREAS, the parties desire to re-evaluate the pricing no later than forty-five (45) days prior to November 1, 2022, the end of the price protection, to reduce the price, have the City go back out to bid, or terminate the contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this Third Amendment as if fully set forth herein.

2.(a). Amendment to Contract. The "Procurement Documents" of the Contract shall be amended as follows:

ALTERNATE BID FOR 3-YEAR TERM May 1, 2021 - April 30, 2024

Year **2**: TOTAL COST DELIVERED/TON ***$1525.00 beginning May 1, 2022*** FOR **12 CYLINDER DELIVERY, WITH THE PRICE PROTECTED UNTIL NOVEMBER 1, 2022,** WITH THE POSSIBILITY FOR FURTHER INCREASES UPON AGREEMENT BY CITY.

2.(b). Amendment to Contract. Section 5 - Default and Termination of the Contract shall be amended as follows:

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs. ***Further, the CITY reserves the right to renegotiate pricing with the CONTRACTOR, go back out to bid for the services and/or products provided by the CONTRACTOR, and/or terminate the contract for cause, without notice or opportunity to cure, if the CONTRACTOR is unable to provide the services contracted for at the original contract pricing no later than forty-five (45) days prior to November 1, 2022, the end of the price protection, or forty-five (45) days prior to the end of the second year of this Contract. If the CONTRACTOR cannot confirm that pricing will lower prior to April 30, 2023, CITY reserves the right to terminate this Contract.***

3. In all other respects the Contract for Liquid Chlorine and the First and Second Amendments to the Contract for Liquid Chlorine shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Contract for Liquid Chlorine in duplicate this day and year first above written.

CITY OF BLOOMINGTON **ALEXANDER CHEMICAL CORPORATION**

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

By: [redacted]
Its Representative / Robert Davidson / President

ATTEST:

By: [redacted]
Its Secretary / Amy Berggren, Assistant Secretary

ORDINANCE NO. 2022 - ___

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE CONTRACT AMENDMENTS FOR LIQUID CHLORINE

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

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, liquid chlorine is critical to treating potable water; and

WHEREAS, the City Council finds it in the best interest of the City to expedite and streamline the approval process associated with contract amendments for liquid chlorine;

NOW, THEREFORE, BE IT ORDAINED 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. Subject to the restrictions in Section 3, the Mayor and City Manager are authorized to approve any and all contract amendments related to the purchase of liquid chlorine for treating potable water.

SECTION 3. The approval authority set forth in Section 2 shall be subject to the following conditions and restrictions:

A. No contract amendments may be approved by the Mayor and City Manager unless there are appropriated funds identified in the existing current fiscal year City budget sufficient to cover the costs of the contract.

SECTION 4. The City Manager shall report to the City Council, at its regular meeting, any contract amendments for liquid chlorine that were approved by the Mayor and City Manager since the last Council meeting under the authority granted in Section 2.

SECTION 5. The provisions in Chapter 16 on the approval of contracts and spending authority that are in conflict with the provisions of this Ordinance are hereby suspended and superseded by the provisions of this Ordinance where in conflict and while this Ordinance is in force and effect.

SECTION 6. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. 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 7. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. This Ordinance shall be effective immediately after the date of its publication as required by law and shall remain in full force and effect until April 30, 2023.

SECTION 9. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

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CITY OF BLOOMINGTON
CONTRACT WITH
Alexander Chemical Corporation
FOR
Liquid Chlorine

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and Alexander Chemical Corporation (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Incorporation of Bid/RFP/RFQ & Proposal Terms.** This work was subject to the following procurement initiative by the CITY:
Bid #2021-21 Water Chemicals (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Deliver liquid chlorine to the Bloomington Water Treatment Plant on an as needed basis. This agreement is from May 1, 2021 through April 30, 2024 with pricing for each year specified in the procurement document.

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

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☑ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST:

By: _____

City Clerk

Alexander Chemical Corporation

By: [redacted]

Its President

By: _____

Its_____

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FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ALEXANDER CHEMICAL CORPORATION FOR LIQUID CHLORINE

This First Amendment, made and entered into this 1st day of July, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and ALEXANDER CHEMICAL CORPORATION, (hereinafter "ALEXANDER"), WITNESSETH that:

WHEREAS, on April 12, 2021, a three-year long Contract for Liquid Chlorine ("Contract") was made between the CITY and ALEXANDER for delivery of liquid chlorine to the Bloomington Water Treatment Plant on an as needed basis;

WHEREAS, ALEXANDER notified the CITY on June 29, 2021 that due to a national shortage on chlorine, ALEXANDER could not afford to supply the CITY with chlorine at the contracted price for year one of the Contract of $442.80 per ton delivered, but would rather have to raise the price to $655.00 per ton delivered beginning July 1, 2021 for a difference from the contracted price of $212.20 per ton delivered;

WHEREAS, the parties desire to amend the Contract, as set forth herein, to alter the price per ton from the "Procurement Documents" of the Contract to $655.00 per ton delivered until April 30, 2022;

WHEREAS, if market prices for liquid chlorine lower prior to the end of the first year of the Contract, April 30, 2022; City expects to see the price per ton delivered lowered accordingly; and

WHEREAS, the parties desire to re-evaluate the pricing no later than forty-five (45) days prior to April 30, 2022 to reduce the per ton price back to the contracted price of $442.80 per ton delivered for the rest of year one and/or $456.40 per ton delivered beginning day one of the second year of the Contract, May 1, 2022;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2.(a). Amendment to Contract. The "Procurement Documents" of the Contract shall be amended as follows:

ALTERNATE BID FOR 3-YEAR TERM May 1, 2021 - April 30, 2024

Year 1: TOTAL COST DELIVERED/TON ***$655.00 beginning July 1, 2021***
FOR 12,000 LB. SHIPMENT

2.(b). Amendment to Contract. Section 5 - Default and Termination of the Contract shall be amended as follows:

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Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs. ***Further, the CONTRACTOR shall cause this Contract to be terminated, without notice or opportunity to cure, if the CONTRACTOR is unable to provide the services contracted for at the original contract pricing no later than forty-five (45) days prior to April 30, 2022, the end of the first year of this Contract. If the CONTRACTOR cannot confirm that pricing will return to $442.80 per ton delivered for the rest of year one of the Contract and/or $456.40 per ton delivered by the very beginning of year two of the Contract on or before March 17, 2022, this Contract becomes null and void as of April 30, 2022.***

3. In all other respects the Contract for Liquid Chlorine shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract for Liquid Chlorine in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

ALEXANDER CHEMICAL CORPORATION

By: [redacted]
Its Representative

ATTEST:

By: _____
Its Secretary

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SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ALEXANDER CHEMICAL CORPORATION FOR LIQUID CHLORINE

This Second Amendment, made and entered into this 13th day of December, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and ALEXANDER CHEMICAL CORPORATION, (hereinafter "ALEXANDER"), WITNESSETH that:

WHEREAS, on April 12, 2021, a three-year long Contract for Liquid Chlorine ("Contract") was made between the CITY and ALEXANDER for delivery of liquid chlorine to the Bloomington Water Treatment Plant on an as needed basis;

WHEREAS, on July 1, 2021, a First Amendment was entered into between the CITY and ALEXANDER ("First Amendment") due to a national shortage on chlorine causing ALEXANDER to be unable to afford to supply the CITY with chlorine at the contracted price for year one of the Contract of $442.80 per ton delivered, and instead would have to raise the price to $655.00 per ton delivered;

WHEREAS, ALEXANDER again notified the CITY on November 23, 2021 that due to the continued and worsening shortage of chlorine, ALEXANDER could no longer afford to supply the CITY with chlorine at the amended contracted price for year one of the Contract of $665.00 per ton delivered, but would have to raise the price to $1375.00 per ton delivered beginning December 1, 2021;

WHEREAS, the parties desire to amend the Contract, as set forth herein, to alter the price per ton from the "Procurement Documents" of the Contract to $1375.00 per ton, with the possibility for further price increases upon agreement by the CITY in light of the continued shortages of chlorine, delivered until April 30, 2022;

WHEREAS, if market prices for liquid chlorine lower prior to the end of the first year of the Contract, April 30, 2022; City expects to see the price per ton delivered lowered accordingly; and

WHEREAS, the parties desire to re-evaluate the pricing no later than forty-five (45) days prior to April 30, 2022 to reduce the per ton price back to the contracted price of $442.80 per ton delivered for the rest of year one and/or $456.40 per ton delivered beginning day one of the second year of the Contract, May 1, 2022;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this Second Amendment as if fully set forth herein.

2.(a). Amendment to Contract. The "Procurement Documents" of the Contract shall be amended as follows:

ALTERNATE BID FOR 3-YEAR TERM May 1, 2021 - April 30, 2024

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Year 1: TOTAL COST DELIVERED/TON ***$1375.00 beginning December 1, 2021*** FOR 12,000 LB. SHIPMENT, WITH THE POSSIBILITY FOR FURTHER INCREASES UPON AGREEMENT BY CITY

2.(b). Amendment to Contract. Section 5 - Default and Termination of the Contract shall be amended as follows:

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs. ***Further, the CONTRACTOR shall cause this Contract to be terminated, without notice or opportunity to cure, if the CONTRACTOR is unable to provide the services contracted for at the original contract pricing no later than forty-five (45) days prior to April 30, 2022, the end of the first year of this Contract. If the CONTRACTOR cannot confirm that pricing will return to $442.80 per ton delivered for the rest of year one of the Contract and/or $456.40 per ton delivered by the very beginning of year two of the Contract on or before March 17, 2022, CITY reserves the right to terminate this Contract.***

3. In all other respects the Contract for Liquid Chlorine and the First Amendment to the Contract for Liquid Chlorine shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Contract for Liquid Chlorine in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

ALEXANDER CHEMICAL CORPORATION

By: [redacted]
Its Representative

ATTEST:

By [redacted]
Its Secretary

DocuSign Envelope ID: 47F05518-299C-46DF-A16C-8A1A20D34497

ORDINANCE NO. 2021 - 90

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE CONTRACT AMENDMENTS FOR LIQUID CHLORINE

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

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, liquid chlorine is critical to treating potable water; and

WHEREAS, the City Council finds it in the best interest of the City to expedite and streamline the approval process associated with contract amendments for liquid chlorine;

NOW, THEREFORE, BE IT ORDAINED 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. Subject to the restrictions in Section 3, the Mayor and City Manager are authorized to approve any and all contract amendments related to the purchase of liquid chlorine for treating potable water.

SECTION 3. The approval authority set forth in Section 2 shall be subject to the following conditions and restrictions:

A. No contract amendments may be approved by the Mayor and City Manager unless there are appropriated funds identified in the existing current fiscal year City budget sufficient to cover the costs of the contract.

SECTION 4. The City Manager shall report to the City Council, at its regular meeting, any contract amendments for liquid chlorine that were approved by the Mayor and City Manager since the last Council meeting under the authority granted in Section 2.

SECTION 5. The provisions in Chapter 16 on the approval of contracts and spending authority that are in conflict with the provisions of this Ordinance are hereby suspended and superseded by the provisions of this Ordinance where in conflict and while this Ordinance is in force and effect.

SECTION 6. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. 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.

DocuSign Envelope ID: 47F05518-299C-46DF-A16C-8A1A20D34497

SECTION 7. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. This Ordinance shall be effective immediately after the date of its publication as required by law and shall remain in full force and effect until April 30, 2022.

SECTION 9. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 13th day of December 2021.

APPROVED this 14th day of December 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

Bob Yehl

From: AWWA Public Affairs <publicaffairs@awwa.org>
Sent: Friday, July 2, 2021 12:53 PM
To: Bob Yehl
Subject: AWWA Utility Advisory - Chemical supply chain disruptions

American Water Works Association | AWWA ADVISORY

A BENEFIT OF YOUR AWWA UTILITY MEMBERSHIP

Utility Advisory

Who: AWWA member utilities
What: Chemical supply chain disruptions
When: Currently

Drinking water and wastewater systems in parts of the United States are facing a shortage of chlorine, including gaseous chlorine, sodium hypochlorite and calcium hypochlorite. States that have reported a potential shortage include California, Oregon, Washington, Utah, Idaho, Indiana, Illinois and New York.

Multiple drinking water and wastewater systems have received force majeure notices from their suppliers in several regions, and in some cases have been notified that they will receive a reduced allocation of the contracted amount. Some water systems have issued water conservation orders to their customers to reduce production volume and thus extend their existing supply of chlorine. Water systems have also received chlorine from Canadian suppliers, and in at least one instance, the U.S. Federal Emergency Management Agency had to facilitate a border crossing for a train carrying chlorine. While there have been no reports of water systems completely exhausting their supplies, there was at least one instance in which a water system received a “just-in-time” delivery of chlorine to avoid a shutdown.

The U.S. Environmental Protection Agency (EPA) has been working with the U.S. Department of Homeland Security and the chemical sector to assess the situation. The objective for these meetings has been to facilitate a coordinated approach among water systems, repackagers and producers to ensure immediate delivery of chlorine to water/wastewater systems. It would be optimal if producers agree to ship full allocations to the repackagers that sell to water/wastewater systems, and in turn the repackagers would prioritize delivery of full allocations to both drinking water and wastewater systems.

EPA will continue to process §1441 applications of need and coordinate closely with the U.S. Department of Commerce (EPA issues a certificate of need, but Commerce actually issues the orders to the manufacturers/repackagers) in the event more formal action is necessary to secure critical treatment chemicals for the water sector. EPA Administrator Regan sent a letter to the Chemical Sector Coordinating Council urging the prioritization of the water sector for chlorine deliveries.

Utilities should engage suppliers to assess availability and shipment schedule and consider alternate sources as appropriate. Any utility experiencing a chlorine supply issue is encouraged to notify its state primacy agency and consider submitting a §1441 application, which is designed to address instances of public water systems or publicly owned treatment works experiencing a shortage or other serious supply chain issue for water treatment chemicals.

Disruptions in chlorine supply has been the result of multiple production disruptions at several facilities over the past several months. These disruptions have also impacted various pipe manufactures and led to shortages of materials for construction projects. The known or reported incidents include the following:

- August 2020. A BioLab production facility in Louisiana was severely damaged in a fire, has not resumed production. This facility had produced a majority of the calcium hypochlorite tablets consumed in the U.S. prior to the fire. Reports indicate that other calcium hypochlorite producers have not been able to completely make up for the loss in production.
- February 13-19, 2021. Winter storm Uri impacted several chlor-alkali facilities in the Gulf region, and there may be lingering production issues:

    - Feb 15, 2021. Westlake Chemical issued force majeure for sodium hydroxide due to the impact Uri had on several chlor-alkali sites in the Gulf region, impacting production and logistics capabilities.
    - Feb 17, 2021. Formosa Plastics USA declared force majeure after severe weather impacted production facilities in Point Comfort, Texas and Baton Rouge, La.
    - Feb 18, 2021. Olin chlor-alkali Products and Vinyls issued force majeure after the winter storm impacted several of their facilities in the Gulf region (specific locations not provided)
    - Feb 15, 2021. Oxy Occidental Chemical Corp issued force majeure after Uri disrupted operations at its chlor-alkali production facilities (specific locations not provided)

- May 18, 2021. Westlake's Geismar, La. chlor-alkali facility declared force majeure after a brine pipeline ruptured. The pipeline has since been repaired.
- May 19, 2021. Formosa Plastics USA's Point Comfort, Texas chlor-alkali production facility experienced extensive flooding.
- June 1, 2021. Westlake's Natrium, W.V. chlor-alkali facility has been "directly and adversely impacted due to the sudden and unanticipated failure of a critical piece of processing equipment."
- June 9, 2021. Westlake's Longview, Wa. chlor-alkali production facility reported that an unanticipated failure of a critical piece of electrical equipment has resulted in limited availability of chlorine, hydrochloric acid and sodium hydroxide. This facility resumed full operation as of June 23.

Questions can be directed to Kevin Morley, AWWA's federal relations manager.

American Water Works Association$
6666 W. Quincy Ave. | Denver, Colorado 80235$
Telephone: 1-800-926-7337$
$
Email Our Team$

Unsubscribe
OR reply to this message with the word Remove in the subject line.

This email was sent to byehl@cityblm.org, 03287661

Websense: Click here to report this email as spam.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN 30 2021

THE ADMINISTRATOR

Dear Chemical Sector Partners:

Ensuring that drinking water and wastewater services are fully operational is critical to protecting our nation's public health and environment, as well as maintaining a functioning economy. I would like to request that chemical manufacturers and suppliers prioritize drinking water and wastewater systems as customers of critical water-treatment chemicals, such as gaseous chlorine, sodium hypochlorite and calcium hypochlorite.

This request is a result of concerning challenges that some water systems have recently experienced in procuring gaseous chlorine, sodium hypochlorite and calcium hypochlorite. Several water utilities across multiple states – California, Idaho, Illinois, Indiana, New York, Oregon and Washington – have received *force majeure* notifications, even reducing chlorine allocations in some cases, from suppliers due to supply shortages across the industry. While drinking water and wastewater disinfection accounts for less than 5 percent of all chlorine consumed in the United States, this usage is vital to ensuring the health and well-being of our citizens and businesses.

If drinking water systems cannot obtain a sufficient and reliable supply of gaseous chlorine, sodium hypochlorite and calcium hypochlorite, they will be unable continue to provide safe drinking water to their communities. Similarly, if wastewater systems lack adequate chlorine supplies, they will be unable to disinfect treated wastewater prior to discharge to surface waters, potentially leading to an increase in the concentration of pathogens in the surface water. A loss of drinking water or wastewater services, even for short durations, would have cascading impacts on hospitals, manufacturing, government facilities, private offices and restaurants – essentially all of the critical services necessary to sustain a community.

By prioritizing delivery of chlorine and other critical water treatment chemicals to drinking water and wastewater systems and the retail vendors that sell chlorine to these systems, you can help to ensure the uninterrupted supply of safe drinking water and treatment of wastewater across the nation.

I also request that we maintain open lines of communication between the water and chemical sectors so that we can collectively maintain situational awareness of threats to the water treatment chemical supply chain. This awareness is particularly important as we enter what is forecast to be an active hurricane season with the potential to impact chemical manufacturers in states along the Gulf and Atlantic coasts.

The chemical sector is a key partner in the treatment of water and, therefore, in the protection of public health and the environment. My U.S. Environmental Protection Agency colleagues and I are committed to working with you to support our nation's public health and economic viability.

Please do not hesitate to contact me, or your staff may contact Jennifer McLain, director of the Office of Ground Water and Drinking Water, at mclain.jennifer@epa.gov or (202) 564-4029.

Sincerely yours,

[redacted]

Michael S. Regan

ALEXANDER
ALEXANDER CHEMICAL CORPORATION

United States Chlorine HIS Market Report-August 2021

Market Overview

Demand for chlorine remained high in all the consuming markets in August. Market participants do not anticipate demand decreasing in the short term. The supply situation remains critical as Oxy Chemical Corp announced in August plans to permanently close its Niagara Falls, New York site. This is the fourth permanent closure announced of a chlor-alkali production line in the US in the last 18 months. Chlorine operations improved during August prior to the arrival of Hurricane Ida; however, a few minor operating issues were reported. Chlorine producers remain under order control and / or allocations. July effective operating rates were 89%, as reported by the Chlorine Institute.

On August 29, Hurricane Ida made landfall in Louisiana as of this writing IHS Markit has confirmed that 31% of the US chlorine capacity is off-line due to the storm. On August 13, the US Environmental Protection Agency (EPA) announced the receipt of Certifications of Need applications for chlorine and other water treatment chemicals pursuant to the Safe Drinking Water Act (SDWA) Section 1441 and the comment period concluded in August 27.

Since late June, the US EPA encouraged chlorine manufacturers and suppliers to prioritize drinking water and wastewater systems. The outage of a significant portion of US chlor-alkali capacity as a result of Hurricane Ida may exacerbate the already short supply of chlorine for critical applications such as drinking water and wastewater treatment.

We conclude from our assessment of reported price movement and current market conditions that upward chlorine merchant market price momentum continued in August as freely-negotiated contract prices moved up.

Price / Cost / Margin

Sell-side and the buy-side market participants queried during the month of August collectively reported contract price movements effective in August ranging from zero to plus $100 per st. The chlorine market remains in a state of great flux. The August monthly price increases materialized after producers announced price increases in July, which ranged from $85 to $150 per st. Please note that the majority of chlorine buyers with freely-negotiated contracts have quarterly price protection and saw no change to their chlorine prices in August. Also, some contract customers have annual fixed pricing and therefore saw no change either. Only those accounts which have monthly price change terms (30-day notice) realized immediate impact and paid higher chlorine prices this month. Where prices did move in August, the reported monthly price changes were in a range of $60 to $100 per st, which varied by supplier.

Factoring in the widely varied price negotiations dynamics, IHS Markit concludes from assessment of broad industry discovery data on reported price movements that upward chlorine merchant market price momentum continued in August, but that the average movement at accounts currently at the top of the price range differed from the average movement at accounts currently at the bottom of the price range.

7593 South First Road La Porte, IN 46350
Telephone: (219) 393-5558 Toll Free: (800) 348-8827 Fax: (219) 393-5364

The freely negotiated contracts with quarterly price protection set the low end of our range this month, with no movement, and those accounts with monthly price change which are able to rise faster under the current market conditions set the higher end of the range. The preponderance of chlorine volume under quarterly price protection lowered the weighted average price change.

Accordingly, we conclude that the freely negotiated contract price increased by zero at the low end of the contract range and the average freely-negotiated contract price increased by $44 per st at the high end of the contract range this month. Therefore, on average the Chlorine Contract price range increased to $352 - $548 per st in August.

Prices quoted for spot railcars further demonstrated the tight chlorine market that is elevating contract prices. This month we received once more reports of spot offers between $700-900 per st on a delivered basis. However, it is noteworthy that very few spot railcars were available in the market at any price. We remind readers that our Chlorine Contract price range represents the chlorine price change month-on month without delivery surcharges in Texas and Louisiana on an FOB USGC netback basis, and it is not indicative of any spot transactions, or transactions that are ratable but not under contract. The index applies to price movement of freely-negotiated merchant chlorine under contract in railcars, only.

Furthermore, the index is not representative of the single highest price change under contract or the single lowest price change under contract. Rather, the index range represents the average low-end and average high-end movement. For that reason, contract price movements can be found that are less than or more than the published average. While spot transactions are not included when determining the contract index movement, in tight market conditions spot prices are likely to be higher and more volatile than contract prices.

ECU margins based on weighted average chlorine (WAC) values rebounded this month thanks to a downward correction in ethylene prices and the modest increase in merchant chlorine prices; moreover, the ECU margins based on the WAC are now 80% higher than a year ago. According to our models, average August ECU cash costs were $7 per st higher than in July, which equates to a 2.5% monthly increase due to the recent increase in natural gas prices. Our ECU cash cost calculations reflect a chlor-alkali technology blend of 47% membrane-cell and 53% diaphragm-cell, and a natural gas price of $4.06 per MMBTU. Monthly average natural gas prices in the USGC had not crossed the $4.0 per MMBTU mark since December of 2018.

Supply / Demand

During August the chlorine supply/demand balance remained in a similar condition as in July: snug to tight. Chlorine buyers reported again this month that chlorine producers remain under order control with product allocations between 60% and 100%, depending on the supplier. On the one hand, chlor-alkali operations that remain at McIntosh, Alabama after the production line closure earlier this year still had technical issues in early August, which were reported to be resolved by mid-month. On the other hand, chlorine buyers reported an increasing number of chlorine shipments from one producer in the USGC, yet the official allocation from this producer was unchanged from the previous month.

On August 29, Hurricane Ida made landfall near Port Fourchon, Louisiana as a dangerous category 4 storm. Although 40% of the chlorine capacity in the US is located in Louisiana (Convent, Geismar, Hahnville, Plaquemine, St. Gabriel and Lake Charles), only 31% was in the direct path of the storm. The Lake Charles site was spared this time as it is located to the West of the area directly impacted by the storm. As of this writing 31% of the US chlorine capacity is confirmed to be down. Shintech Inc, Oxy Chemical Corp, Westlake and Olin Corporation confirmed they preemptively shutdown their facilities in Louisiana ahead of the storm.

The outage of a significant portion of chlor-alkali capacity may exacerbate the already short supply of chlorine for critical applications such as drinking water and wastewater treatment. However, chlorine demand was also impacted by the hurricane. Isocyanates producers Huntsman and BASF shut down ahead of the storm in Geismar, as well as propylene oxide producer Dow in Plaquemine, Louisiana. Longer term, the overall chlorine supply situation in the US is not getting any better. In late August, Oxy Chemical Corp (OxyChem) announced it will permanently close its chlor-alkali plant located in Niagara Falls, New York. The OxyChem plant has a nameplate capacity of 187,000 short tons of chlorine per year and represents 1.1% of the total US capacity. In a statement the company said: "This decision was made due to unfavorable regional market conditions as well as unreasonable and continually escalating rail transportation costs." While there was no stated date for the site closure, market sources said that production was shut down by the end of August. Besides chlorine and caustic soda, the Niagara Falls site includes production capacity for hydrochloric acid and sodium hypochlorite.

The IHS Markit capacity database indicates that at full HCl and bleach manufacturing rates and at 100% plant operating rates, the OxyChem Niagara Falls plant would have approximately 100,000 short tons per year of chlorine available for sale to the merchant chlorine market. Analysis of the OxyChem chlor-alkali capacity curtailment suggests that it is possible that the company may be pursuing a chlorine portfolio that is more balanced between its captive uses and external sales.

The latest available industry data from the Chlorine Institute are for July 2021. The data show a cumulative production loss of 3.3% year-to-date versus the same January-July period of 2020; the monthly change reflects a recovery of 9.1% in chlorine production. See the adjacent table for more details. Despite the recovery in production, July liquid chlorine shipments by railcar in the US were 2.8% lower than in June, and year-on-year shipments were higher by a mere 0.4%. The year-to-date totals still show a decline of 2.7% in chlorine shipments versus the same seven-month period in 2020. Therefore, we conclude that the increase in production during July was allocated to chlorine demand via pipeline (either captive or merchant). The ratio of chlorine shipments to production was down from 14.5% in June to 12.9% in July.

Effective operating rates reported by the Chlorine Institute were 89% in July. According to our calculations, prior to production losses associated with Hurricane Ida, lost chlorine production in the US during August was about 5% due to unplanned outages. There are several upcoming turnarounds in the fall, which will keep the market finely balanced, at best. Regarding demand, chlorine and other chemical demand for the municipal water & wastewater treatment sector was reported to be at its peak this month. Shipments of bleach and chlorine for the water treatment industry and municipalities are still a top priority for chlor-alkali producers.

According to the US Federal Register, on June 30, 2021, the US Environmental Protection Agency (EPA) issued a letter to the chemical sector encouraging chemical manufacturers and suppliers to prioritize drinking water and wastewater systems. The EPA has been in frequent communication with representatives from the chemical sector, including specific chlorine producers and chlorine re-packagers. The EPA recognizes that the water treatment sector's use of this chemical is essential for protecting public health.

On August 13, 2021 the EPA announced in the Federal Register the receipt of Certifications of Need applications pursuant to the Safe Drinking Water Act (SDWA) Section 1441. Seven public water systems and three publicly owned treatment works submitted applications. Each applicant cited receipt of notices of force majeure or unavailability of treatment chemical through its normal procurement channels. The notices explained that significant chlorine and derivative treatment chemicals delivery curtailments from producers, and from producers to re-packagers that serve the public water treaters, would necessitate either a reduction in allocations of chlorine, sodium hypochlorite, or ferric chloride relative to the contractual agreements or other actions. The applications further stated that after receiving the notices, each of these utilities tried to identify alternate treatment chemical suppliers with no success. The applicants indicated that if their public water systems cannot obtain a sufficient and reliable supply of the required treatment chemicals, they would be compelled to issue boil water notices and Tier 1 public notifications, or shut down water treatment systems, until the required treatment chemical supply is restored. If public water systems are forced to shut down, the communities served by the system would lack a safe drinking water supply, with significant consequences to public health and the local economy.

Similarly, if publicly owned treatment works lack adequate chlorine or derivative chemical supplies, they would be unable to disinfect treated wastewater prior to discharge to surface waters, potentially leading to an increase in the concentration of pathogens in the surface water, which may be used by downstream drinking water utilities as a source of drinking water or by recreational users. The EPA provided a timeline for the submission of written comments from chemical producers and re-packagers that could supply the required chemicals to the applicants, and from any other interested parties. The comment period concluded on August 27, 2021. After the comment period, the EPA will issue or deny Certifications of Need. It is important to note that the outage of approximately one-third of US chlor-alkali capacity due to Hurricane Ida may exacerbate the already short supply of chlorine and the associated issues that drinking water and wastewater treatment facilities are facing with chlorine supply.

Chlorine demand for inorganics production was reported to continue strong in August, both into titanium dioxide and for brominated derivatives production. Prior to Hurricane Ida, chlorine demand into isocyanates production was high, but chlorine supply remained somewhat curtailed to this market segment. Two large isocyanate production facilities in southeastern Louisiana were shut down due to Hurricane Ida, significantly reducing chlorine demand for isocyanates production at the close of August. The most recent operating rates from isocyanates production were calculated at 87% in July, higher than in July of 2020, but lower than the 95% or higher levels observed during 2019.

Prior to the arrival of the hurricane, chlorine demand into PVC production was reported to be high in August and consistent with July. However, as the month closes chlorine demand for PVC production has dropped precipitously as 41% of PVC capacity is out of service due to the storm.

7593 South First Road La Porte, IN 46350
Telephone: (219) 393-5558 Toll Free: (800) 348-8827 Fax: (219) 393-5364

Markets

Ida Disrupts Chlorine Production, Raising Risk of Higher Prices

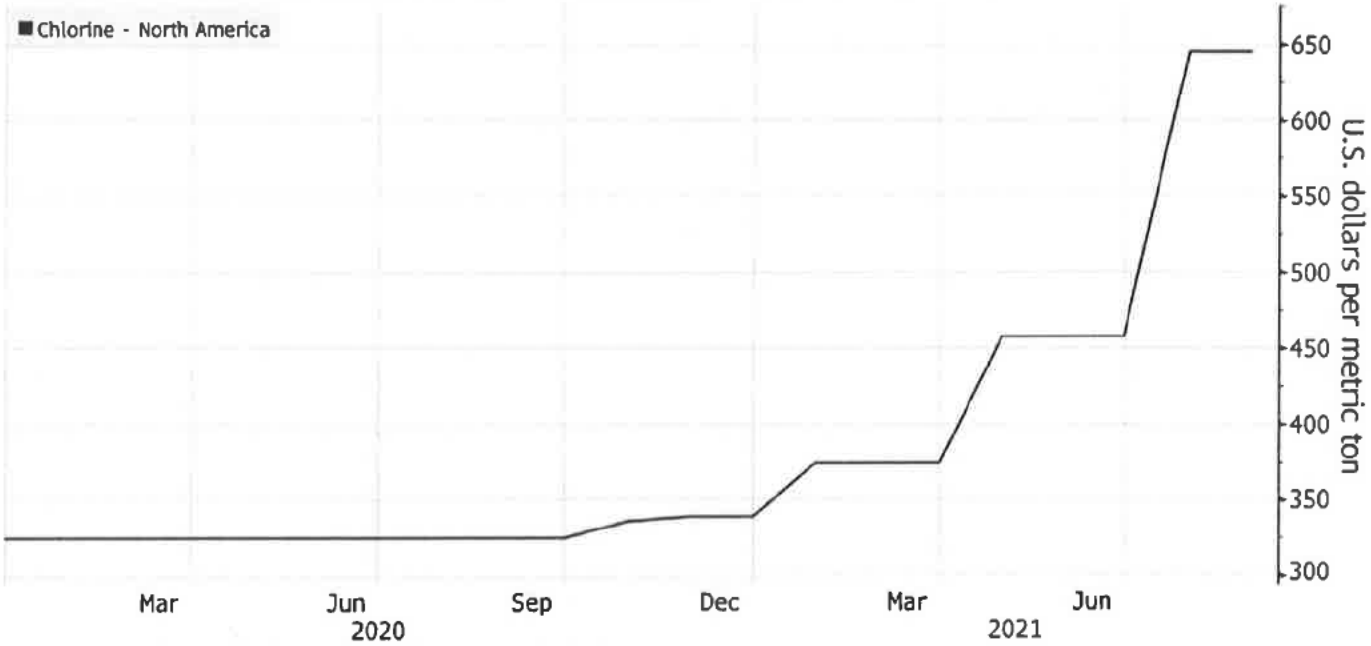
By Kevin Crowley
August 30, 2021, 5:29 PM EDT
Updated on August 30, 2021, 6:06 PM EDT

- Westlake, Formosa shut down facilities ahead of storm
- Chlorine was already in short supply after February's freeze

Hurricane Ida's landfall on the U.S. Gulf Coast caused production outages in the heart of the country's chlorine manufacturing industry.

Chlorine was already in short supply after a deep freeze in February knocked facilities offline for weeks. Now, widespread power outages around Baton Rouge, Louisiana may increase prices further, according to Robert Stier, a senior petrochemicals analyst at S&P Global Platts.

Costly Waters
Supply shortages caused a chlorine price spike even before Hurricane Ida



Source: Tecnon Orbichem data compiled by Bloomberg

"Chlorine is going to get really tight" because of the industry's concentration in the Louisiana area, he said.

READ: Ida's Aftermath Raises Environmental Fears in 'Cancer Alley' (1)

Westlake Chemical Corp. shut two Louisiana facilities that make chlorine over the weekend. An assessment of the storm's impact may take several days, the company said. Formosa Plastics also closed a plant in Baton Rouge, according to ICIS, a data provider.

Chlorine manufacturers also tend to make PVC, a key building material used in pipes, siding and other construction materials. Gulf Coast contracts for PVC were already trading at record highs before the storm, according to ICIS.

Westlake Chemical

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

August 31, 2021

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 145 per short ton in the United States, and C$ 205 per metric ton in Canada. This increase is necessitated by a tightening supply/demand balance of chlorine and chlorine derivatives, this is in addition to previously announced price increases.

Westlake's chlorine order management program (60%) remains in effect with the standard lead time for all chlorine rail shipments at 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

[redacted]

David Kokowsky
Director, Commercial Chlor-Alkali

September 22, 2021

Re: Chlorine Price Increase

Dear Valued Customer,

Effective immediately, or as contract terms and conditions permit, ERCO Worldwide LP and ERCO Worldwide (USA) Inc. is increasing the price of chlorine by USD $70 per short ton in the US and CAD $100 per metric tonne in Canada.

Additionally, demand for chlorine into the merchant market remains strong and ERCO is experiencing orders above our production rates, we thus will continue with our order control program at the 100% level.

All standard minimum lead times for chlorine rail car shipments will remain in effect, and strictly adhered to, at 14 days.

Your ERCO Worldwide Account Manager will be contacting you shortly to discuss current market conditions and how this announced price increase will apply to your business.

We appreciate your business and thank you for using ERCO Worldwide as your supplier

Sincerely,

[redacted]

Gabe Gennaro
Sr. Director of Sales

490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

September 28, 2021

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is increasing the on schedule and off schedule price of chlorine by $155.00 per short ton in the U.S. and by CAD $210 per metric ton in Canada.

Olin will continue under its previously announced 70% order control program. Lead times for all railcar orders of twenty-one (21) days remain in effect and will be strictly adhered to.

Your account manager will be in contact with you to answer any questions you may have regarding this price announcement.

Thank you for your business. We appreciate the confidence you have placed in Olin as your supplier.

Sincerely,

[redacted]

Pedro Dias Jorge
Business Director – Chlorine & HCl
Olin Chlor Alkali Products and Vinyls

Westlake

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

February 28, 2022

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 135 per short ton in the United States, and C$ 185 per metric ton in Canada. This increase is necessitated by a tight supply/demand balance of chlorine and chlorine derivatives.

Standard lead time for all chlorine rail shipments is 21 days.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky es

David Kokowsky
Director, Commercial Chlor-Alkali

Olin™
CHLOR ALKALI
PRODUCTS AND VINYLS

490 Stuart Road, NE, Cleveland, Tennessee 37312
Phone: 423/336-4850 • Fax: 423/336-4830
Internet Address: www.olinchloralkali.com

February 22, 2022

Dear Customer:

Effective immediately, or as contract terms permit, Olin Corporation's Chlor Alkali Products and Vinyls Division (Olin) is increasing the on schedule and off schedule price of chlorine by $200.00 per short ton in the U.S. and by CAD $256.00 per metric ton in Canada.

Olin will continue to strictly adhere to an order control program and effective March 1, 2022 will be revising our allocation percentage as contract terms permit. Lead times for all railcar orders of twenty-one (21) days remain in effect and will be strictly adhered to.

Your account manager will be in contact with you to answer any questions you may have regarding this price announcement and order control program.

Thank you for your business. We appreciate the confidence you have placed in Olin as your supplier.

Sincerely,

Pedro Dias Jorge
Business Director – Chlorine & HCl
Olin Chlor Alkali Products and Vinyls

CHEMTRADE

COMMERCIAL CONFIDENTIAL

February 28, 2022

PRICE INCREASE – Liquid Chlorine (Cl2)

Dear Valued Customer,

Effective April 1, 2022, or as contract terms allow, Chemtrade is increasing the price of Liquid Chlorine (Cl2) by USD $150.00 per short ton for US customers.

All other terms and conditions of our sales contract remain unchanged.

This increase will apply to all orders shipped on or after April 1, 2022.

Your account manager will contact you to discuss the implementation of this price increase on your purchases from Chemtrade.

Thank you for your continued business.

Sincerely,

Don Boonstra

Business Director, Electrochem

CHEMTRADE

155 Gordon Baker Road, Suite 300, Toronto, Ontario M2H 3N5
T 416.496.5856 F 416.496.9414 Toll Free 1.866.887.8805
Web Site: www.chemtradelogistics.com

CONSENT AGENDA ITEM NO. 7.S

FOR COUNCIL: April 25, 2022

SPONSOR: Fire Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Ordinance and Purchase be approved.

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 Fire Department is requesting to purchase a new fire engine, specifically a 2023 E-One All Aluminum 1500 gallons per minute (gpm) pumper unit mounted on an E-One Cyclone custom chassis with Cummins ISL 450hp engine, 720-gallon tank, 1500gpm e-Max pump, low hose bed body and loose equipment, off the Houston Galveston Area Council purchasing cooperative. This new engine will be stationed at Station 4 and be known as Engine 4. This engine will replace the 2007 Pierce Dash Rescue 1500 gpm engine known as Engine 2. The Bloomington Fire Department has established a best practice for replacement of fire apparatus following the recommendations of NFPA 1901 Standard for Automotive Apparatus. This standard recommends that fire departments replace apparatus that are 15 years old or older. The standard bases this recommendation on the improved safety upgrades over a 15-year period. The department also looks at the use patterns, miles driven, and hours operated and has determined that operating costs begin to outweigh the value of the vehicle after fifteen years.

This engine has been designed almost exactly the same as the City's last fire engines that were purchased in 2017, 2018, and 2021. As staff designs these engines, they are looking for ways to make them safer for City personnel and more efficient in their operation, and also meet the needs to provide the best emergency services to the citizens and visitors of the City of Bloomington. The engine has been designed to carry the Fire Department's heavy rescue tools and advanced extrication equipment. The unit will also come equipped a mounted light tower and an auxiliary generator to power equipment. The new apparatus is anticipated to arrive six-hundred (600) days after the purchase order is received by the vendor.

The apparatus committee has made a recommendation to the department that the City continue to use E-One as the manufacturer of the department's apparatus. The committee's decision was based on past experiences with the City's current E-One apparatus. Staff have been pleased with the quality of the E-One apparatus. The Department has also been very pleased with the service received from Banner Fire Equipment, the E-One dealer for this area, when repairs or parts are needed for the City's current E-One apparatus. The salesman from Banner, Craig Hamrick, has provided us great support and assistance when dealing with Banner and E-One.

The cost of the E-One engine is $945,550, with a pre-payment discount of $44,455, bringing the cost of the vehicle to $901,100. Fire Department staff is recommending that the City take advantage of the pre-payment option that is offered by E-One to assist in lowering the cost of the apparatus. E-One provides an adequate performance bond to minimize the risk of a pre-payment.

The HGAC (Houston Galveston Area Council) is a nationally recognized joint purchasing cooperative. The City is a member of the cooperative and has made purchases through them in the past. The HGAC utilizes a nation-wide bid process for select goods and services. After evaluating the various models of fire apparatus available through the HGAC, the model selected was the most cost-effective unit meeting the needs of the City. The HGAC contract number is FS12-19.

Upon delivery of the new fire engine, the 2007 Pierce Dash Rescue 1500gpm pumper (Engine 2) would be declared surplus City property and disposed of in compliance with City Code. The estimated value is less than $10,000. Staff recommends that the apparatus be listed on a public on-line auction. Should the apparatus not be sold at auction, Staff is authorized to negotiate the sale.

*Product specifications manual available to view upon request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved the $901,100 will be paid out of the Fire-Capital Outlay Licensed Vehicle Account (10015210-72130). Please see the "Exhibit" for all budget amendment account details. Due to the estimated 600-day build time, this item is being presented in FY 2022 instead of FY 2024. If approved, the item will be removed from the FY 2024 Budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeff Flairty, Deputy Chief of Administration

Reviewed by:

Eric C. West, Fire Chief 4/6/2022

Chris Tomerlin, Budget Manager 4/11/2022

Jeffrey R. Jurgens, Corporation Counsel 4/18/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- FIRE 1B Ordinance_2023 E-One All Aluminum 1500 gpm Rescue Pumper-Fire Engine
- FIRE 1C Ordinance Exhibit_2023 E-One All Aluminum 1500 gpm Rescue Pumper-Fire Engine
- FIRE 1D Proposal_Pumper 0322R2
- FIRE 1E Executed Contract-E-One, Inc.
- FIRE 1F Amendment 1 Contract Extension_Banner Fire Equipment, Inc. by E-One (1)
- FIRE 1G BFD Large eMAX Body Drawings
- FIRE 1H Bloomington Large Body eMAX Shop Order

ORDINANCE NO. 2022 – ___

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

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

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2022 Budget, to utilize fund balance and increase the General Fund budget by $901,100 for the purchase of a 2023 E-One All Aluminum 1500 gpm Rescue Pumper/Fire Engine from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group, Contract number FS12-19, exp. 5/31/2022 as requested by the Fire and the Finance Department.

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

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

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

PASSED this 25h day of April 2022.

APPROVED this ____ day of April 2022.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description		Amount	Comments
10010010-40000	General	Non-Departmental-Use of Fund Balance	$	(901,100.00)	
10015210-72130	General Fund	Fire-Capital Outlay Licensed Vehicle	$	901,100.00	
		Net Transaction:	**$**	**-**	

FIRE APPARATUS PROPOSAL

DATE: March 30, 2022

This proposal has been prepared for:

CITY OF BLOOMINGTON, ILLINOIS
FIRE DEPARTMENT
109 EAST OLIVE STREET
BLOOMINGTON, IL. 61702

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One 1500gpm Rescue Pumper unit mounted on an E-One Cyclone stretched long custom chassis with Cummins ISL9 450hp engine, 720-gallon tank, 1500 gpm e-Max pump, Stainless Steel pumper body. Pricing of the unit will be per HGAC Contract FS12-19	$945,555.00

Delivery will be FOB Roxana, Il. and will be made approximately 600 calendar days after receipt of order at the Florida plant, based upon proper execution of the attached agreement by both parties. Terms of Payment are 90% of the purchase price due upon arrival of the unit at our Roxana, Il facility with the balance due upon pick up.

Price listed above is firm for 30 days. Price is subject to increase after that time.

Company: BANNER FIRE EQUIPMENT, INC.

By: [redacted]

Craig Hamrick

Title: Apparatus Sales

BANNER
FIRE EQUIPMENT, INC

ITEMS INCLUDED ON CUSTOM PUMPER

- Duo Safety Ground Ladder Package
- Two TFT AXE1ST-NX-RC intake valves with blind caps
- SupervacV-18-BL-SP fan with Milwaukee batteries
- Bullard QXT TIC
- Three Streamlight Vulcan hand lights
- Three Red Head Hydrant/Spanner sets
- Fabricated Storage unit in transverse area

PREPAYMENT OPTION

The City may elect to exercise the following prepayment option:

Prepayment Option:

Prepayment discounts can also be calculated on a per day basis based upon a 3% annual percentage rate. Prepayments earn interest beginning three business days after funds are received at our Roxana office and ending the day the truck is completed at the manufacturing plant. The discounts are based upon a specific calendar day delivery schedule and may be adjusted up or down if actual delivery time is changed.

Example 1: $901,100.00 down payment with a 600- day delivery:

$901,100.00 x.0.03 /365days x 600 days = **$44,455.00** discount

Approved by: _____ Date: _____
Tim Gleason, City Manager

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and E-One, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1601 SW 37th Avenue, Ocala, FL 34474.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Dec 01 2019 and ends Nov 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

E-One, Inc[redacted]

Signature

Name Mike Virnig

Title VP Sales (REV Fire Group)

Date 11/13/2019

H-GAC [redacted]

Signature

Name Chuck Wemple

Title Executive Director

Date 11/12/2019

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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	Attachment A	
	E-ONE, INC	
	Fire Service Apparatus (All Types)	
	Contract No. FS12-19	
J. Emergency One (E-One)		
****These units can only be sold outside Texas****		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
FS19JA01	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Aluminum 50' Boom - 50 FT. 300# Tip Load, Mid Mount Telescoping Boom with Rescue Ladder	$704,919.00
FS19JA02	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP75 - 75 FT. 550# Tip Load, Rear Mount Telescoping Ladder	$801,669.00
FS19JA03	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 650# Tip Load, Rear Mount Telescoping Ladder	$814,565.00
FS19JA04	E-One Quest, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 825# Tip Load, Rear Mount Telescoping Ladder	$839,771.00
FS19JA05	E-One Typhoon, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.	$778,487.00
FS19JA06	E-One Typhoon, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HR100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.	$929,865.00
FS19JA07	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 550# Tip Load, Rear Mounted Telescoping Ladder	$1,018,765.00
FS19JA08	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel HPS105 - 105 FT. 575# Tip Load, Rear Mounted Telescoping Ladder	$1,058,525.00
FS19JA09	E-ONE Quest, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum CR137 - 137 FT. 300# Tip Load, Rear Mount Telescoping Ladder	$1,105,676.00
FS19JA10	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L193 - 95' 1305# Tip Load, Mid-Mounted Telescoping Ladder Platform	$1,263,362.00
FS19JA11	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L095- 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform	$1,142,917.00

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FS19JA12	E-ONE Typhoon, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	$1,204,689.00
FS19JA13	E-ONE Typhoon, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel HPS100P - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	$1,204,741.00
FS19JA14	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel SM10 100' 1305# Tip Load, Mid Mounted Telescoping Ladder with Platform	$1,424,375.00
FS19JA15	E-One Typhoon, 4-Door Full-Tilt Aluminum Cab, Extruded Aluminum Body, Tandem/Axle, 2000 GPM Single Stage Pump, 300 Gallon Tank, Bronto 116'+ 1400# Tip Load Rear Mounted Telescoping & Articulating Steel Boom with Platform	$1,455,888.00
B. Wildland Fire Apparatus (Brush Fire)		
FS19JB01	E-ONE **F**ord F550 4X4 Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, Single Axle, Side Mount Pump Module	$222,434.00
C. Pumper Fire Apparatus		
FS19JC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	$268,724.00
FS19JC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	$267,600.00
FS19JC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	$278,750.00
FS19JC04	Peterbilt 348, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	$287,775.00
FS19JC05	E-One Typhoon, 4-Door Custon Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	$432,590.00
FS19JC06	E-ONE Typhoon, 4 Door Custom Full Tilt Welded Aluminum Cab, Rear Engine Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	$546,597.00
FS19JC07	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	$505,502.00
FS19JC08	E-One Typhoon Urban Interface Pumper, 4-Door Custon Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	$502,695.00
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
FS19JD01	Ford F550, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	$179,715.00
FS19JD02	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	$224,694.00
FS19JD03	International 4400, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	$226,631.00
FS19JD04	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	$233,332.00
FS19JD05	Peterbilt 348, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	$240,258.00
FS19JD06	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	$255,616.00
FS19JD07	Peterbilt 348, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	$264,229.00

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FS19JD08	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	$266,067.00
FS19JD09	International 4400, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	$281,333.00
FS19JD10	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	$273,770.00
FS19JD11	Peterbilt 348, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	$284,151.00
FS19JD12	E-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	$414,488.00
FS19JD13	E-One Typhoon , 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	$424,241.00
E. Pumper/Tankers & Tankers		
FS19JE01	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	$305,040.00
FS19JE02	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	$311,830.00
FS19JE03	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	$311,531.00
FS19JE04	Peterbilt 348, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	$319,131.00
FS19JE05	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	$291,983.00
FS19JE06	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	$288,211.00
FS19JE07	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	$302,369.00
FS19JE08	Peterbilt 348, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump, Stainless Steel Body	$311,069.00
FS19JE09	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	$323,035.00
FS19JE10	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	$308,549.00
FS19JE11	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	$322,298.00
FS19JE12	Peterbilt 348, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump, Stainless Steel Body	$331,767.00
FS19JE13	International 4400, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Single Axle, 500 GPM Pump	$314,702.00
FS19JE14	International, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Tandem Axle, 500 GPM Pump	$327,327.00
FS19JE15	Freightliner M2, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Single Axle, 500 GPM Pump	$320,374.00
FS19JE16	Freightliner, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Stainless Steel Body, Tandem Axle, 500 GPM Pump	$338,923.00
FS19JE17	E-ONE Typhoon, 4-Door, Custom Full-Tilt, Welded Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	$504,215.00
F. Airport Rescue Fire-Fighting Vehicles		
FS19JF01	E-ONE Titan 4x4 P801-Class 4 ARFF, Coil Spring Suspension, 1585 water/205 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant)	$975,761.00
FS19JF02	E-ONE Titan 6x6 P811, Class 5 ARFF, Coil Spring Suspension, 3170 water/420 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant	$1,076,496.00

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AMENDMENT No. 1 to CONTRACT No. FS12-19
For
Fire Service Apparatus (All Types)
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Banner Fire Equipment, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2022 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

[redacted]
82EC270D5D61423...
Chuck Wemple, Executive Director

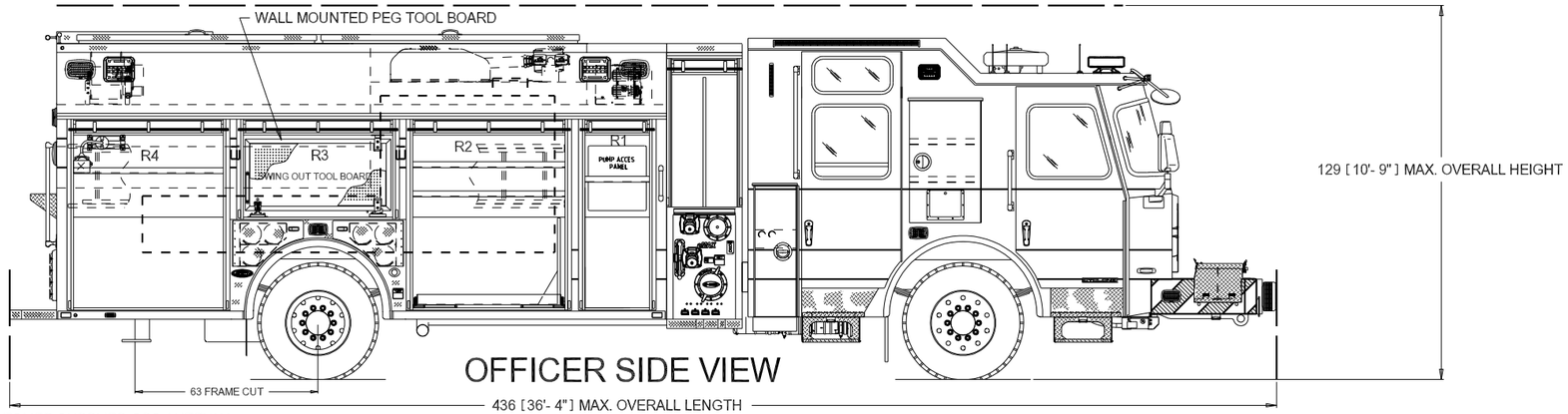
Date: 9/29/2021

Signed for: **Banner Fire Equipment, Inc.**

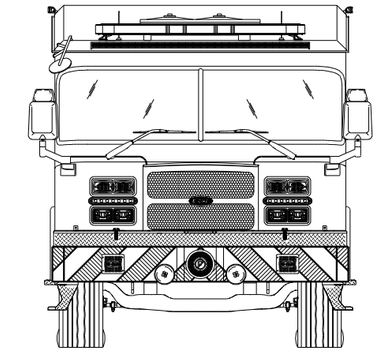
[redacted]
41889B368AB34AA...
Mike Benker Jr. president

Printed Name & Title:

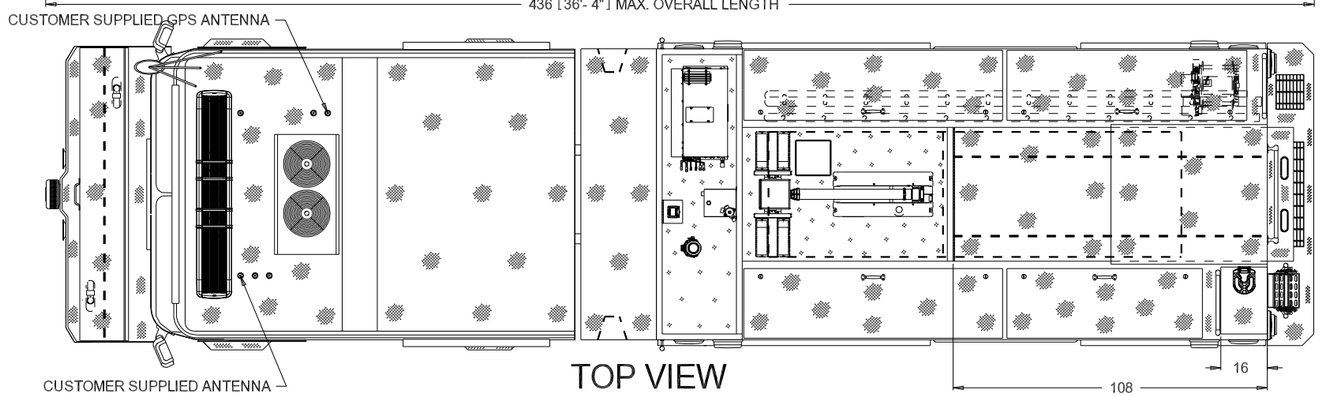
Date: 9/29/2021



OFFICER SIDE VIEW



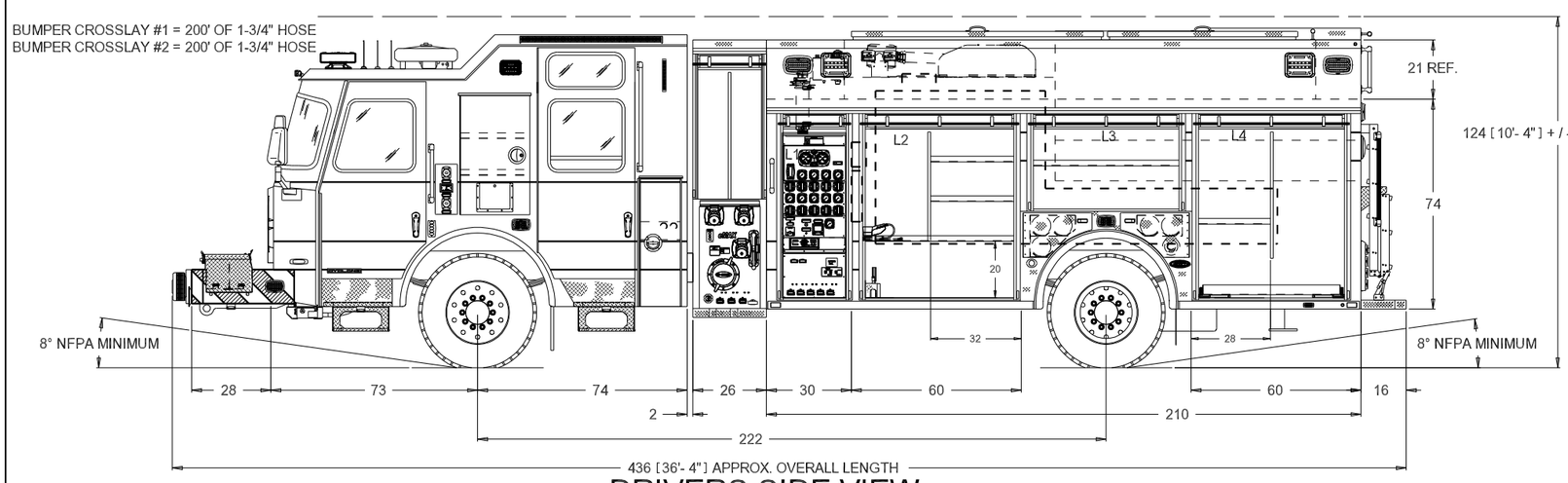
FRONT VIEW



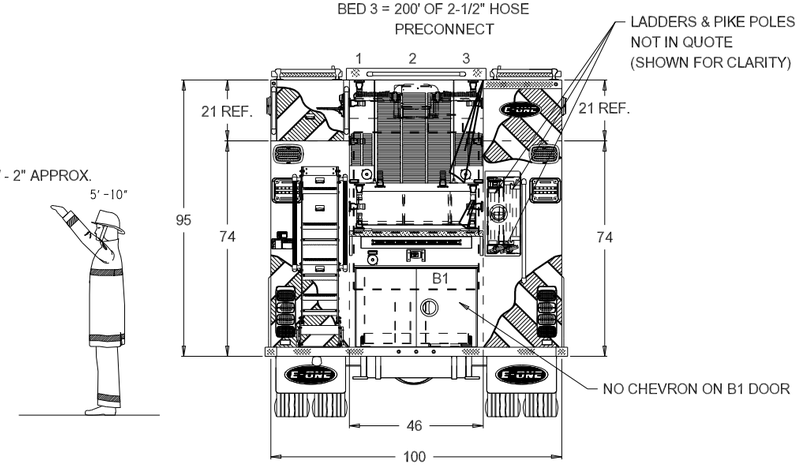
TOP VIEW

COMPARTMENT DIMENSIONS		
COMPT.	CLEAR DOOR OPENING (W x H):	COMPARTMENT INTERIOR (W x H xLD/UD):
L1	22-1/4"W x 59-1/2"H	26"W x 70"H x PUMP
L2	52-1/2"W x 59-1/2"H	60"W x 70"H x 27"D
L3	51-1/2"W x 28-1/4"H	60"W x 38-3/4"H x 27"D
L4	51-1/2"W x 59-1/2"H	56"W x 70"H x 27"D
R1	22-1/4"W x 59-1/2"H	26"W x 31-1/4"H x 27"D L / 26"W x 38-3/4"H x 14"D U
R2	52-1/2"W x 59-1/2"H	60"W x 31-1/4"H x 27"D L / 60"W x 38-3/4"H x 14"D U
R3	51-1/2"W x 28-1/4"H	60"W x 38-3/4"H x 14"D
R4	51-1/2"W x 59-1/2"H	56"W x 31-1/4"H x 27"D L / 56"W x 38-3/4"H x 14"D U
B1	39"W x 23-3/4"H	46"W x 35"H x 26"D

HOSE BED LAYOUT:
BED 1 = 200' OF 1-3/4" HOSE PRECONNECT
BED 2 = 1000' OF 5" HOSE
BED 3 = 200' OF 2-1/2" HOSE PRECONNECT



DRIVERS SIDE VIEW



REAR VIEW

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

This print is the property of E-ONE, Inc. and is loaned to you subject to return on demand, unless otherwise agreed to in writing by E-ONE, Inc. Its contents are confidential and must not be copied or submitted to third parties for use or examination.

SALES REFERENCE ONLY

REV.	REVISION NOTE / CO#:	DATE:	DRAWN BY:
-	INITIAL DRAWING TO MATCH QUOTE REV. 19	032222	R.S.

Tolerance: Lin: ±.50" Ang: ±.50 °	Units: Inches [mm Imports Only]
Dealer: BANNER FIRE EQUIPMENT	Water Tank Capacity: 720 GALLON L-TANK
GENERATOR: ONAN 6KW	Misc: -
Misc: -	Misc: -

BLOOMINGTON FIRE DEPARTMENT
QUOTE NO. 116887 (PSEM-CYCN)
PUMPER E-MAX 720 GALLON L-TANK
CYCLONE STRETCHED LONG 4F/16R 16" REAR RAISED
FILE NAME: 116887 BLOOMINGTON FIRE DEPARTMENT

Fire Apparatus Quotation for:
BLOOMINGTON FIRE DEPARTMENT

Quotation Number: 116887 Rev: 19

Unit Description: PSEM-CYCN

Quote Description: Pumper, Stainless, eMAX, Cyclone Salesperson: CHAMRICK

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0003	OAH RESTRICTION. The unit has an overall height restriction and the height is not to be exceeded (unloaded condition).	1	10ft. 9in.
3090-0005	OAL RESTRICTION. The unit has an overall length restriction. The length is not to be exceeded.	1	36ft. 4in.
3090-0006	The hose bed is to have the capacity for the following hose. Hose load shall be listed from driver to officer.	1	Lay 1 - 200 ft. of 1.75 DJ Lay 2 - 1000 ft. of 5.00 DJ Lay 3 - 200 ft. of 2.50 DJ Estimated Weight - 1054 lbs.
3340-1137-12E	Equipment allowance on the apparatus shall be 3500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
INSPECTIONS AND PENALTIES			
1002-0001	Final inspection trip.	1	
1002-0002	Mid point inspection trip.	1	
BUMPERS			
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0016	28" Front Bumper Gravel Shield Extension.	1	
1160-0142	Front frame extensions to be drop style IPOS. Includes integral tow eyes below bumper.	1	
1160-0351-589	Bumper to be extended (boxed out) for mechanical siren to be recessed without intruding into the bumper trays, recessed crosslays or any other options as applicable. Location: center.	1	
1160-0357	Heavy duty, formed, 12" front bumper with full wrap around for use with bumper crosslay. To be painted as specified.	1	

Salescode	Extended Description	Qty	
BUMPER TRAYS			
1150-0369	Drop down tread plate aluminum side covers with no latching and to be held by top lid for each side of the bumper crosslay.	1	
1150-0603	Recessed bumper double crosslay to hold of 200' of 1.75" DJ hose in each crosslay. The crosslay floor/bottom shall be slotted to allow drainage (no slats). Includes full width single piece hinged lid and stainless steel scuff guards at each side and bottom of crosslay opening (exclude bottom if drop down covers are used). Lid to include two rubber latches with positive hold neoprene cups and center handle(s). Requires 28" extension, side covers, 12" heavy duty bumper and engineering approval. Raised lid to be 2" taller than standard.	1	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0083	Frame liner 9.375 x 3.125 x .375, galvanized and powder coated.	1	
1250-0085	Front chassis frame extensions, crossmembers and battery brackets shall be zinc plated (galvanized) IPOS. Includes rear subframe if applicable (urban interface, straight frame 4x4, etc).	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0017	Meritor RS-25-160 single rear axle 27,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0030	Stemco oil seal front axle. Chicago Rawhide seal with Stemco sight glass will be supplied when front disc brakes are selected.	1	
1025-0234	Meritor MFS-20 front axle rated at 21,500 lb. For use on 100" wide cabs with L9 engine only. Includes maintenance free bushings.	1	
TIRE OPTIONS			
1060-0016	Four Michelin 12R rear tires with XDN2 all weather tread.	1	
1060-0046	Two Michelin 425 tires model XFE for front axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
SUSPENSIONS			
1070-0049	Rear suspension springs rated equal to the capacity of the axle. Includes maintenance free bushings and alignment capability.	1	
WHEEL OPTIONS			
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated	1	

Salescode	Extended Description	Qty	
WHEEL OPTIONS			
	plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.		
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0017	Each inside wheel of the single rear axle shall have valve stem extensions.	1	
1050-0044	Accuride aluminum wheels for front axle (2).	1	
1050-0045	Accuride aluminum wheels for rear axle (4).	1	
BRAKE SYSTEMS			
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1	
1100-0003	Meritor EX225H 17" disc brakes for rear axle, maximum capacity 27,000 lbs.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
1100-0024	G4 Electronic Stability Control (4x2), Includes RSC and ATC. Not available on 4x4, commercial chassis or tiller.	1	
AIR SYSTEM OPTIONS			
1110-0003	Air dryer System Saver 1200.	1	
1110-0005	Automatic moisture ejectors, heated.	1	
1110-0006	Air lines nylon.	1	
1110-0027	Isolated air tank. Includes pressure protection valve.	1	
1110-0041	Air horns Grover stuttertone recessed in bumper (PR).	1	
1110-0043	Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer, air operated devices and or customer/dealer installed pneumatic add-on(s).	1	
1110-0044-179-02	Air inlet Auto-Eject, Kussmaul. Includes Red weatherproof gasketed cover. Location: outside driver's door next to handrail.	1	
1110-0096	Stainless steel mounting straps for air tank.	4	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	TranSynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Axle gear ratio will be as	1	

Salescode	Extended Description	Qty	
ENGINES & TRANSMISSIONS			
	low as possible while allowing for 68 MPH top speed to improve acceleration. Note: Max speed may be set at 65 MPH due to tire rating.		
1200-0414	Eng/Trans Cummins L9 450HP/EVS3000 2021 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
EXHAUST OPTIONS			
1225-0053	Firwin exhaust blanket from the turbo down to the DPF.	1	
COOLING PACKAGE			
1800-0006	Remote coolant filter for engine cooling system (Cummins ISC, ISL and L9 engines only).	1	
1800-0013	Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2021 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0005	Fuel system 65 gallons.	1	
1350-0011	Fuel pump electric w/re-prime.	1	
1350-0012-667	Fuel shut-off valve. Location: one (1) each side of fuel/water separator.	2	
1350-0022	Fuel line hose rubber.	1	
1350-0090	Fuel water separator Fuel-Pro 382 (Cummins FH2309). Filter is top serviceable. Replaces manufacturer supplied fuel filter. For use with 2021 EPA engines.	1	
ALTERNATOR			
1700-0027	Alternator Leece Neville 420 amp. 420 amp SAE/369 amp NFPA.	1	
BATTERIES			
1400-0032	Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0011	Tow eyes rear below body, painted.	1	
1680-0022	Auto lube system Vogel. Chassis points only.	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0187	On-Spot tire chain installation. Requires pre-wire option located in Cab Electrical. Requires engineering review and approval if less than 165" WB.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0245	Cyclone stretched long cab - 100" wide (74" CA).	1	
CAB ROOF TYPE			
1615-0005	Delete front vista roof windows.	1	
1615-0007	Delete rear vista roof windows.	1	
1615-0042	Vista cab roof 4F/16R. Includes 4" front raise and 16" rear raise (12" step up). Does not include front side Vista windows. For use with 100" wide Cyclone only.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0015	Stainless steel protective trim on rear edge of cab door openings. E-ONE custom chassis only.	1	
1550-0070	All (4) cab doors to have double door straps. Straps to be long enough to allow the door to open to a max of 90 degrees.	1	
1550-0081	Cab door locks - electric. Includes driver side exterior touchpad, (2) remote key fobs, barrel style key lock on exterior of each door and manual interior lock on each door.	1	
1550-0084	All cab exterior entry doors to have 1250 keyed locks.	1	
1550-0087-000-J7	Red/Fluorescent Yellow Green Diamond Grade chevron "A" stripe on lower cab door panel approx 12" high. Stainless steel/painted door panels only. E-ONE cabs only.	1	
1550-0180	Cab door panels stainless steel. Includes upper and lower panels with seam below handrail.	1	
1550-0240-657	Door mounted Whelen VTX609R red LED flashing lights (4) w/clear lenses and chrome flanges. Locate lights on each cab door in the outboard position. Lights to be switched with door ajar.	1	
1550-0245	Anodized aluminum trim on the vertical edge of the over wheel cab compartment opening and/or rear cab compartment (ea).	2	

Salescode	Extended Description	Qty	
CAB DOOR OPTIONS			
1550-0266	Stainless steel trim on bottom edge of the exterior cab compartment openings. Includes wheel well and rear compartments (as applicable).	1	
1550-0286	Rear crew cab door windows to be power actuated with HD regulators. Switches to be located on each door with add'l switches accesible by driver. For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0287	Cab doors to be barrier style. For use with new Typhoon cab and 100" wide Cyclone only.	1	
1550-0375	Additional master power window controls in center cab dash.	1	
1550-0376	Driver and Officer door windows. Includes electric roll-down actuation with HD regulators. Each window to be individually controlled at each door. Each window switch will be flush mounted as far forward on the door as possible with minimal or no switch mounting protrusion. The driver side will NOT have controls for all electrically actuated windows but rather a single switch for the driver door window only.	1	
CAB STEP OPTIONS			
1640-0045-158	Step below cab door. Open back style with angled corners. Located driver's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-159	Step below cab door. Open back style with angled corners. Located officer's front door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-160	Step below cab door. Open back style with angled corners. Located driver side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0045-161	Step below cab door. Open back style with angled corners. Located officer side rear door. Steps under front cab doors shall not interfere with approach angle.	1	
1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and 2019 Typhoon / 100" wide Cyclone with barrier style or extended doors.	1	
MIRRORS			
1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 manual convex. Location: mounted on front corners of cab.	1	
1670-0031	2" extension for Ramco mirrors.	1	
1670-0059	Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671	1	
1670-0088	Driver and officer Ramco cab mirrors to be heated. Includes all surfaces (flat and convex, as applicable).	1	
MISC EXTERIOR CAB OPTIONS			
1550-0035	No window on the driver side of the cab	1	

Salescode	Extended Description	Qty	
MISC EXTERIOR CAB OPTIONS			
1550-0036	No window on the officer side of the cab.	1	
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0046	Rear cab wall to be smooth 3/16" aluminum plate. Cab wall to be finish painted to match the cab paint scheme.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
1675-0254	Rear cab and vista glass (if so equipped) to have dark tint IPOS. Glass to be smoked glass with 20% light transmittance (+/- 10%). Includes all glass rearward of front cab doors.	1	
1675-0384-066	Removable number plate with mounting brackets. Locate driver side of cab between front and rear doors. Plate to be painted job color. Lettering and/or graphics not included.	1	
1675-0384-067	Removable number plate with mounting brackets. Locate officer side of cab between front and rear doors. Plate to be painted job color. Lettering and/or graphics not included.	1	
HVAC			
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cyclone with severe duty dash)	1	
1515-0064	Locate rear cab heaters one each side below rear wall seats.	1	
1515-0102	Air conditioning with roof top mounted condenser. Includes reduced profile evaporator w/powder coated cover and electronic controls.	1	
1685-0056	Heater rear cab w/o cover (PR) and front cab heater with heat to the feet for the driver and officer.	1	
SEATS			
1510-0007	Seat cover material vinyl.	1	
1510-0009	Seat color black.	1	
1510-0087	Center rear wall seats to be mounted approximately 11" apart.	1	
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1	
1510-0203-151	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard driver's side rear wall.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0203-152	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard officer's side rear wall.	1	
1510-0301	Seats, Valor brand.	1	
1510-0324	Officer seat USSC Valor P1A air ride ABTS SCBA. Includes fore and aft slides.	1	
1510-0461	Forward facing center rear wall USSC Valor ABTS fixed SCBA (PR). Free standing mtd on a common seat riser.	1	
1510-0468	Driver seat USSC Valor electric attendent ABTS.	1	
1685-0031	Seating capacity tag of four occupants.	1	
MEDICAL CABINETS			
1535-0079	All roll-up medical cabinet doors selected on the cab to be Amdor brand.	1	
1535-0129	Reverse hinge driver and officer side ALS compartment door. Includes vertically mounted drip rail along forward area of compartment opening (as applicable)(in addition to the horizontal drip rail above the door opening; Cyclone and Typhoon cabs only). Doors to open approx. 110 degrees.	1	
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1	
1535-0310	The compartments to the rear sides of the cab are to be designed with a pass through that extends fully from the driver side compartment to the officer side compartment. To be used when equipped with a bench seat riser, common riser used with individual seat(s) or center rear wall cabinet.	1	
1535-0491	Officer's side rear exterior cab compartment to have entire floor recessed 5".	1	
1535-0534	Medical cabinet door locks - electric. Tri-Mark Electric lock for wheel well medical cabinet exterior hinged doors. Wire to same electric lock system as other cab doors. (EA)	1	
1535-0660	(2) broom handle tubes on ceiling of transverse cab compartment. Tubes centered on vertical compartment centerline.	1	
1535-0674	Special compartment rear side of cab, "to extend above riser and pass-through" type (If applicable). Approx 15W x 46H opening and 16" deep at top half of cabinet. Includes double pan hinged door. Stretched long cab with medium door location only. Location: driver and officer side.	1	
1535-0708	Driver side cab wheel well medical cabinet with external pan door painted job color with locking Tri-Mark latch and interior locking roll-up door with satin finish. Cabinet includes (2) adjustable shelves. Note: The exterior door opening will be approximately 35" high due to the interior roll-up door drum. Cabinet is approximately 42H x 22W x 28D on Typhoon and Cyclone and 42H x 25W x 28D on 100" wide Cyclone and Quest (viewed from interior).	1	

Salescode	Extended Description	Qty	
MEDICAL CABINETS			
1535-0709	Officer side cab wheel well medical cabinet with external pan door painted job color with locking Tri-Mark latch and interior locking roll-up door with satin finish. Cabinet includes (2) adjustable shelves. Note: The exterior door opening will be approximately 35" high due to roll-up door drum. Cabinet is approximately 42H x 22W x 28D on Typhoon and Cyclone and 42H x 25W x 28D on 100" wide Cyclone and Quest (viewed from interior).	1	
1535-0710	Upper forward vista area cabinet. Cabinet to be full width and height of vista area forward of rear cab doors and 20" deep. Includes cargo netting over opening . Full width between medical cabinets if applicable.	1	
1535-1115	Angle storage on lower rear engine cover with 2" lips between wheel well medical cabinets. Including a flexible net cover permanently attaches to upper lip and seatbelt style pull release buckles to the other lips (see photo's of previous unit 142560). Opening to the rear due to reduced engine cover with cargo netting with snaps. Lower portion to have a 2" raised floor that includes a 2" lip on top and flush with W/W risers. Lower section to include cargo net permanently attached at bottom. Used on reduced profile engine cover only.	1	
REAR CAB COMPARTMENTS			
494228	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location: upper portion of riser height compartments on the front and rear wall.	2	
MAP BOXES			
1540-0144	Map box suspended with front and rear drop down doors. 34"W x 6"H x 13.5"D	1	
MISC INTERIOR CAB OPTIONS			
1685-0006	Padded sun visors, driver and officer's side overhead.	1	
1685-0008	Control lanyard Y type for air horns.	1	
1685-0011	Stainless steel pair of window bars for rear cab doors.	1	
1685-0112	Integrated Roll Sensor (IRS) for RollTek air bag system.	1	
1685-0113	Integrated roll sensor slave module for RollTek air bag system.	1	
1685-0115	Integrated Belt Pretensioner (IBP) for RollTek air bag system.	4	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0291	4Front air bag system with steering wheel bag, driver knee bag and officer knee bag. Requires RollTek option.	1	
1685-0365	Air ride seat pull down (S4) for RollTek air bag system.	1	
1685-0366	Side Rollover Airbag (SRA) for RollTek air bag system.	2	
1685-0430	Heavy Duty interior panels includes: all ceilings panels, back wall and side walls	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
	to be .125" aluminum smooth plate painted to match cab interior. Requires additional insulation for cab interior.		
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1	
1685-0531	Reduced profile rear engine cover for increased legroom.	1	
1685-0560	Cab floor to be overlayed with 1/8" embossed aluminum diamond plate; front and rear. Single piece with no gaps around perimeter. Overlay to wrap around the outside edges of the step well replacing the bolt-on cab floor trim and provide sweep out capability.	1	
1685-0669	Severe duty dash package with low profile center section. Cast alum construction. Includes smooth plate alum lower kick panels; all painted to match cab interior.	1	
1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1	
494045	Storage at lower rear engine cover w/ cargo net rear opening. Storage approx. 44"W x 20"H x flush with rear wheel wells deep. To include a 16"H opening with a 2" bottom lip. Storage area to match cab interior. (Requires reduced profile engine cover.)	1	
494230	Storage riser mounted on rear engine cover w/ cargo net rear opening. Storage approx. 44"W x 16"H x 24"D (at top). Top of box to be flush with upper rear engine cover. A bolt on plate shall be provided extending over the top of the storage box and engine cover, ending at the 3X3 uprights, so to provide a mounting plate. Storage area to match cab interior.	1	
CAB ELECTRICAL OPTIONS			
1750-0021	Battery charger Kussmaul model 1200, 40 amp.	1	
1750-0024-179-04	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0072-1SP	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer side medical/ALS cabinet centered on rear wall.	1	
1750-0072-555	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer back wall of cab.	1	
1750-0072-592	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver side dash.	1	
1750-0072-593	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: officer side dash.	1	
1750-0072-5IC	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: driver back wall	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
	of cab.		
1750-0072-763	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: rear wall of driver side medical compartment up high.	1	
1750-0072-764	12 VDC (or 24VDC) electrical outlet wired battery hot. Location: rear wall of officer side medical compartment up high.	1	
1750-0073-3Y2	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: per antenna layout drawing with cable terminating below officer seat.	1	
1750-0073-B98	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating below officer seat.	1	
1750-0073-G04	Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: driver side forward with coaxial cable terminating below officer seat.	2	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0081	Conduit flexible 1.5" for radio installation compartment under officer's seat to pump panel. To include pull string/wire.	1	
1750-0166	ATC override switch.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0214-2HB	Mount customer supplied GPS antenna on cab roof. Location: officer side rearward with coaxial cable terminating in the rear overhead vista cabinet on officer side.	1	
1750-0215-172	Turn signal Whelen M6 LED arrow amber pair located upper headlight bezel.	1	
1750-0265	Speedometer for officer side multiplex display.	1	
1750-0423-09X	Programming instructions for auxiliary switch 1 on steering wheel switch pod. Switch function: Front brow light(s). (Requires relay option if lights are not 12v).	1	
1750-0424-09V	Programming instructions for auxiliary switch 2 on steering wheel switch pod. Switch function: Q2B.	1	
1750-0425-09W	Programming instructions for auxiliary switch 3 on steering wheel switch pod. Switch function: Q2B Brake.	1	
1750-0429-592	Dual USB charging ports wired battery hot. Location: driver side dash.	1	
1750-0429-593	Dual USB charging ports wired battery hot. Location: officer side dash.	1	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0450	Steering wheel with switch pods IPOS. Includes wiper functions, master warning sw, air horn sw, aux brake on/off and (3) aux switches. Required with Typhoon and Cyclone equipped with 4Front and all Quest. (Requires seperate	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
	programming options to activate aux switches)		
1750-0483	Control push-button switch on officer's switch panel for Q2B siren brake.	1	
1750-0491	The chassis shall be pre-wired for installation of tire chains. Includes lock-out/safety rocker style switch.	1	
1750-0535	Clamshell controller mounted on officer's side switch panel for Q2B brake.	1	
1750-0554	FireTech LED cab headlights.	1	
1750-0580	Light EON LED (EA) mounted in riser height compartment.	2	
1750-0743	Conduit flexible 1.00" for radio installation center of overhead to area behind officer's seat. To include pull string/wire.	1	
1750-0764	Daytime Running Light TecNiq LED strip (PR) with polished alum housing located between quad headlight bezels (New Typhoon and 100" wide Cyclone only).	1	
1750-0768	TecNiq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.	1	
1750-0952	Customer supplied cable. Route customer supplied cable (must be new cable, used cables will not be accepted) leaving a service loop at each end. Terminating locations, cable type, and service loop size to be as specified by Sales. Quantity is per cable to be installed.	1	
5400-0057	Dome lts red/white 4" LED (4). Lights to be located two front and two rear. White light wired through door and light assembly mounted rocker switch. Red light through light assembly mounted rocker switch.	1	
BODY COMPT LEFT SIDE			
3100-0373	(2) driver side roof top compartments with extra width to inboard side. Includes hinged raised compartment lids with turn latches, grab handle(s) and gas shock hold open and drain line(s) ran to below body. Each lid to have (1) Amdor LED strip light and to be wired to door ajar indicator in cab.	1	
3100-0698	Driver side body with full height 30" and 60" wide forward compartments and 60" wide rearward compartmentation. Includes (1) 60" wide compartment over the wheel well. Side mount SS eMAX only.	1	
BODY COMPT RIGHT SIDE			
3120-0547	(2) officer side roof top compartments with extra width to inboard side. Includes hinged raised compartment lids with turn latches, grab handle(s) and gas shock hold open and drain line(s) ran to below body. Each lid to have (1) Amdor strip LED light and to be wired to door ajar indicator in cab.	1	
496038	Officer side body with full height 30/60" wide front and 60" wide rear compartments. Includes (1) 60" wide compartment over the wheel well and one (1) storage tunnel located behind reduced upper depth compartments. SS eMAX	1	

Salescode	Extended Description	Qty	
BODY COMPT RIGHT SIDE			
	only.		
BODY COMPT REAR			
3110-0207	Lower rear stainless steel short compartment B1, 46" wide x 35" high x 26" deep, without an intermediate rear step. Entire rear panel to be smooth aluminum plate for Chevron graphics.	1	
3110-0224	Rear body panels to be upgraded from smooth aluminum plate to un-painted smooth FRP.	1	
3110-0387	The rearward area of the extra wide roof top compartment above the access ladder to be recessed in 16". The stepping surface to be embossed diamond plate, side plates to be diamond plate and forward plate to be FRP smooth plate.	1	
3110-0691	Bolt-on diamond plate 16" tailboard full width of body with Bustin Tread. This provides a flat back body design. Includes (1) vertically mounted handrail on the trailing edge of officer side of body (no horizontal handrail). For use with driver side ladder.	1	
BODY MODULE FRONT			
3125-0099	SS eMAX Forward body configuration - SM. Includes a full height upper transverse storage area for miscellaneous equipment with boxed out style access door frame (full width of body). Center area to be sleeved for pump access with center front pump access door and removable center floor area. Includes full height front and rear unistrut channels for future mounting purposes.	1	
DOORS			
3300-0141-027	Tri-Mark door latch. Location(s): B1.	1	
3300-0143-027	Stainless steel short doors double vertical hinged painted. Location(s): B1.	1	
3300-0195-003	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):L1.	1	
3300-0195-004	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):L2.	1	
3300-0195-006	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):L4.	1	
3300-0195-015	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):R1.	1	
3300-0195-016	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):R2.	1	
3300-0195-018	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):R4.	1	
3300-0195-796	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):officer side transverse module.	1	
3300-0195-797	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):driver side transverse module.	1	
3300-0197-005	Door roll up short (up to 45") with painted finish Amdor. Location(s): L3.	1	

Salescode	Extended Description	Qty	
DOORS			
3300-0197-017	Door roll up short (up to 45") with painted finish Amdor. Location(s): R3.	1	
3300-0222-027	Double door to have latch handle extension installed on secondary door's interior latch with "PULL" tags. Location(s): B1	1	
3300-0276	All rear panel body storage compartments and tunnels with hinged doors greater than 1 sq. ft. shall have D-Ring latches in place of thumb latches .	1	
3300-0310-003	Drip pan for a Amdor roll-up door (EA). Location(s): L1.	1	
3300-0310-004	Drip pan for a Amdor roll-up door (EA). Location(s): L2.	1	
3300-0310-005	Drip pan for a Amdor roll-up door (EA). Location(s): L3.	1	
3300-0310-006	Drip pan for a Amdor roll-up door (EA). Location(s): L4.	1	
3300-0310-015	Drip pan for a Amdor roll-up door (EA). Location(s): R1.	1	
3300-0310-016	Drip pan for a Amdor roll-up door (EA). Location(s): R2.	1	
3300-0310-017	Drip pan for a Amdor roll-up door (EA). Location(s): R3.	1	
3300-0310-018	Drip pan for a Amdor roll-up door (EA). Location(s): R4.	1	
3300-0310-796	Drip pan for a Amdor roll-up door (EA). Location(s): officer side transverse module.	1	
3300-0310-797	Drip pan for a Amdor roll-up door (EA). Location(s): driver side transverse module.	1	
3300-0368	Pull-down bungee type straps for full height and high side roll-up door(s) on body / pump module. For use with ROM and AMDOR doors only.	1	
SHELVES			
3370-0245	Permanent fixed shelf. Aluminum or stainless steel body applications. Location:	1	L2 20 inches from floor
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	6	L2 rearward of divider; L3; L4 forward of divider; R1 upper; R2 upper; R4 upper
3370-0263	Adjustable shelf w/ HD front lip for non-transverse compartments. Location:	8	(2) L2 rear of fixed vertical divider; (1) L3; (1) L4 foward of fixed vertical divider; (1) R1 upper; (2) R2 upper; (1) R4 upper
COMPARTMENT DIVIDERS			
3390-0557	Partition, bolt-in vertical partition wall. Location:	7	(1) L2 (1) pegboard L4; (4) in B1 tray; (1) in transverse compartment
TRAYS / TOOLBOARDS			
3380-0498	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location:	3	(1) L4; (1) R1; (1); (1) B1
3380-0508	Adjustable heavy duty tool board with 500 lbs. capacity. Includes return style reinforcing bends on vertical front and rear edges of tool board, upper and lower adjustable track and gas shock actuated. Tool board sized to compartment height	1	Weld a tool board to the right side/front of floor tray as tall as possible

Salescode	Extended Description	Qty	
TRAYS / TOOLBOARDS			
	and depth as applicable. Location:		
3380-0514	Fixed wall mounted peg toolboard. Toolboard to be spaced off wall a half inch. Location:	1	R3 spaced off back wall
3380-0590	Aluminum fixed toolboard. Toolboard sized to compartment height and depth as applicable. Includes gusseted supports on both ends. Location: R1 in floor mounted tray fixed to front edge (selected separately).	1	
3380-0626	Vertical hinged heavy duty swing-out pegboard toolboard. Hinge along forward compartment wall (unless otherwise stated in location) and position centered between door and back wall. Includes latch to secure in the closed position that is accessible from the ground. Location:	1	R3
COVERS			
3305-0022-000-13	Vinyl rear cover for diamond plate hose bed cover. Color: Black.	1	
3305-0493	Two (2) piece aluminum hosebed cover. Rear section rolls over the forward section on tracks and rollers. When rolled open, the two sections lift upward on a forward mounted stainless steel piano hinge to assist in loading hose. Includes appropriate handrails per NFPA guidelines. Requires rear intermediate step. For SS product.	1	
3305-0574	Hinged aluminum treadplate cover with latch for the 2nd deck gun control located on the wall in the upper dunnage area.	1	
3305-0806	Vinyl Red cover at rear of lower hose bed. Attached with aluminum quick release buckles, top and bottom on both sides to allow complete removal of the vinyl cover.	1	
PUMP PANELS			
3134-0079	The side pump intake / discharge panels to be stainless steel. eMAX only.	1	
3134-0080	Pump operator control panel in driver side forward body compartment to be stainless steel. eMAX only.	1	
3134-0095	The upper gauge panel on the enclosed pump panel is to be hinged forward. Side mount eMAX only.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
4460-0009	Pump panel tags, special color. (Must specify.)	1	Front jumpline 1 to be labeled: ``Bumper crosslay 1`` Color to be Red. Front jumpline 2 to be labeled ``Bumper Crosslay 2`` color to be yellow. Refer S.O. 141462

Salescode	Extended Description	Qty	
MISC PUMP PANEL OPTIONS			
4460-0010	Pump panel tags - Special label. (Must specify.)	1	Front jumpline 1 to be labeled: ``Bumper crosslay 1`` Color to be Red. Front jumpline 2 to be labeled ``Bumper Crosslay 2`` color to be yellow. Refer S.O. 141462
4460-0058	Push-pull handles on the pump operator's panel to be oriented vertical. eMAX only.	1	
PUMP MODULE OPTIONS			
3136-0000-202	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: driver side pump panel.	1	
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0114-135	The running board(s) to be notched for Pistion Intake Valve. Location(s): driver side running board.	1	
3136-0114-136	The running board(s) to be notched for Pistion Intake Valve. Location(s): officer side running board.	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0347	720 Gallon "L" shape Water Tank. UPF Poly III color fill towers. Includes lowered rear section for lower hose bed height. Note: Any foam cell(s) optioned will reduce the overall water capacity.	1	
4010-0469	Front section of L-shaped water tank lowered as required so the specified specified equipment does not exceed the body side sheets (when stowed if applicable).	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0121	3" Tank to pump Akron air actuated valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0050	Brand of ladders capable of being carried on unit to be Duo-Safety.	1	
3365-0086-1JB	Pike pole(s) capable of being stored are to be the following length: (2) 10' New York Style Hooks.	1	
3365-0087-Z71	The length of ladders capable of being stored shall be the following: 24' 2-section, 14' roof ladder and 10' attic ladder w/shoes.	1	
3365-1393	Storage tunnel capable of holding: (1) 2-section, (1) roof, (1) attic, (2) New York style pike poles, (1) backboard in the officer side storage tunnel. Backboard slot to be narrower and shorter than standard to avoid the necessity for a filler panel.	1	

Salescode	Extended Description	Qty	
HANDRAILS / STEPS			
3330-0179	Steps below side intake / discharge panel (PR). Bustin Tread and diamond plate. Each location requires a minimum of (1) hand rail / hand hold per NFPA. SM SS eMAX only.	1	
3330-0216-524	Access ladder. Sure Step V2. Finish: Aluminum. Includes required step lights and additional hand rail(s) if applicable. Location: rear of body driver side.	1	
3330-0279-15S	Innovative Controls dual lighted LED folding step. Location: at platform above Zico ladder. Each location requires a minimum of (1) handrail per NFPA.	1	
3330-0413	Intermediate rear step to be approximately 9" deep x 46" wide located below the hose bed, and be of embossed aluminum treadplate with squared corners. Step to have hand hole cut outs and integral handrail assembly welded into step structure. Aluminum treadplate angle braces provided at each end of step for additional support.	1	
MISC BODY OPTIONS			
3340-0035	Divider Long. To run full length of hose bed (front to rear).	2	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0102	Angled (Boston style) style tailboard corners.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0282-5U6	Cab tilt switch and manual jack to be located: L2 forward wall, down low IPOS.	1	
3340-0302	Long hose bed divider(s) to be held short to allow for adjustability of the divider(s) with hose bed preconnect(s) if applicable per hose loading and option locations.	1	
3340-0387	Full width of hose bed stainless steel transverse storage divider. Located in forward area of hose bed to separate equipment items such as generator, etc. from the main storage area. Main hose bed dividers will be located rearward of the transverse divider.	1	
3340-0388	Brushed stainless steel rubrails for the sides of the body below the lower side compartments.	1	
3340-0390	Stainless steel rear fender panels with aluminum treadplate overlays IPO painted finish. Includes bolt-on stainless steel wheel well liners (not painted) and polished stainless steel outer fenderettes.	1	
3340-0729	Body main frame and hose bed for a 95" high stainless steel eMAX rescue pumper body.	1	
3340-1022	Storage pan over eMAX transverse storage area to be deleted and a solid tread panel top added.	1	
3340-1716	Divider Support to run full width of hosebed (side to side) at the front of the	1	

Salescode	Extended Description	Qty	
MISC BODY OPTIONS			
	hosebed and and a split support (outside beds only) towards the rear of the hosebed at top of the divider(s). Attach to each hosebed divider to provide additional support.		
3340-1911	Platform for mounting a light tower. Located at front of hose bed. Constructed of aluminum treadplate. Reinforced as necessary.	1	
3340-2442	Hosebed tray - removable. Tray includes a flat plate with hand hole low on one end of tray, angled up slotted plate on opposite end (similar to jack pad handle) and slots down each side to facilitate lifting. The floor of the tray shall have poly slides and be slotted to prevent the accumulation of water and allow for ventilation of wet hose trays as long a practical for available space. Note: design will be similar to previous unit 142560.	3	
SCBA BOTTLE STORAGE			
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	11	
3320-0278-495	E-ONE designed (3) SCBA bottle storage driver side rear wheel well offset forward with hinged door and push button latch. Door material to be aluminum diamond plate. Holds maximum of 6.8" diameter SCBA bottle. SS product.	1	
3320-0278-498	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset forward with hinged door and push button latch. Door material to be aluminum diamond plate. Holds maximum of 6.8" diameter SCBA bottle. SS product.	1	
3320-0278-500	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset rearward with hinged door and push button latch. Door material to be aluminum diamond plate. Holds maximum of 6.8" diameter SCBA bottle. SS product.	1	
3320-0283	E-ONE SCBA Storage. (2) SCBA bottle storage sized for up to 6.8" diameter bottles. Locate driver side rearward above fuel pocket (door covers fuel pocket). Door is aluminum diamond plate with a push button latch.	1	
PUMPS			
4005-0031	Rating 1500 GPM.	1	
4005-0204	E-ONE 1250-1500 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
4475-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	

Salescode	Extended Description	Qty	
PUMP OPTIONS			
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0133	Anode for Darley pump - (1) intake side.	1	
4015-0150	Darley pump shift override.	1	
4015-0177	Additional Anode for Darley pump. Location: Discharge side of pump.	1	
4015-0242	Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or larger engine air compressor.	1	
INTAKES			
4440-0147	2.5" Left Intake Akron Manual Valve With Integral 30 Degree Chrome Droop.	1	
4440-0148	2.5" Right Intake Akron Manual Valve With Integral 30 Degree Chrome Droop.	1	
INTAKE OPTIONS			
4445-0048	Intake pressure relief valve, Task Force Tips.	1	
DISCHARGES AND PRECONNECTS			
4415-0018	2.5" Left front hose bed discharge Akron manual valve.	1	
4415-0020	2.5" right front hose bed discharge Akron manual valve.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0054-583	4" Right Pump Panel Discharge with 3" Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1	
4415-0161-581	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1.	1	
4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2.	1	
4415-0164-584	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2.	1	
4415-0552	1.5" Front Bumper Crosslay Discharge Akron Manual Valve.	2	
4415-1252	3" Deck gun discharge w/ Akron electric valve. Requires valve controller option. Includes MNPT termination.	1	
4417-0054-357	The hosebed preconnect shall be extended to the rear of the hosebed area. End of pipe with adapter and cap installed shall be flush with the end of the hosebed and shall not protrude past the rear of the body. A protective cover with slots for ventilation shall be provided to protect the preconnect piping and the hose stored in the area. Location: driver's side hose bed preconnect 1	1	
4417-0054-358	The hosebed preconnect shall be extended to the rear of the hosebed area. End of pipe with adapter and cap installed shall be flush with the end of the hosebed	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
	and shall not protrude past the rear of the body. A protective cover with slots for ventilation shall be provided to protect the preconnect piping and the hose stored in the area. Location: officer's side hose bed preconnect 1		
4417-0106-685	Deck gun piping to be positioned driver side of hose bed storage pan.	1	
DISCHARGE OPTIONS			
4417-0073	Deck gun TFT 12" Extend-A-Gun, 3" manual operation.(outlet shall terminate with MNPT threads)	1	
4417-0175	Innovative Controls push/pull valve controls with locking T handles.	1	
4417-0176	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip.	10	
4417-0185	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel.	1	
4417-0246	Dealer/Customer installed monitor, make and model as specified.	1	
4417-0313-356	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control deck gun.	1	
4417-0332-356	Additional 9333 electric controller located adjacent to the outlet. Locate.deck gun.	1	
PRESSURE GOVERNORS			
4465-0018	FRC InControl pressure governor TGA400. Includes engine, transmission, and master pump gauges.	1	
GAUGES			
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	10	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	
4435-0393	Innovative Controls gauge heater and cables for 4 gauges.	2	
4435-0394	Cable for IC gauge heater system. additional (EA).	6	
4435-0428-Y09	IC 10 LED SL series/FED COMSTL 10" LED water tank level gauge package. Location of FED COMSTL Strip Lights: each side of cab behind rear cab doors up high.	1	
ELECTRICAL SYSTEMS			
5010-0036	V-MUX Electrical system for pumper / tanker / rescue.	1	
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1	

Salescode	Extended Description	Qty	
ELECTRICAL SYSTEMS			
5010-0055-168	Vista IV display for V-MUX electrical system. Location: officer's side engine cover.	1	
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1	
5010-0074	Special programming for multiplex color or text display (per hour). Requires engineering review and approval to determine feasibility and time.	1	
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1	
LIGHT BARS			
5300-0495	GTT 795H Opticom centered in forward facing Whelen Freedom IV light bar.	1	
5300-0504	Whelen MKEZ7 1.5" standard mount for front light bar (PR).	1	
5300-0506-000-4V	Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)	1	
5300-0507	Light bar Whelen Freedom IV Model F4X7 72" with 14 LED modules. Location: Centered on the front cab roof.	1	
5300-0819	The configured Whelen light bar shall be the WeCanX model in place of standard. Quantity is per light bar configured. For use with Whelen Cencom Core System.	1	
WARNING LIGHTS			
5600-0241-464	Warning light Whelen M6R series Linear Super LED (PR) red. Location: (1) each side of cab down low just ahead of rear doors.	1	
5600-0821-3RH-4T	Whelen Red with clear lenses TIR3 LED light heads (PR). Location: (1) each side NFPA/ULC required lower zone rear side facing. Note: TIR3 Series light only available with clear lenses.	1	
5600-0850-170	Hazard (door ajar) light TecNiq S38 LED red. Location: center overhead.	1	
5600-0917	Sensor, photocell Whelen LCPHOTO. For use with Whelen CenCom Core system.	1	
5600-0918	Whelen CenCom Core lighting control system. Will only flash compatible heads, all non-comptable heads will be wired through controller to use light head built in flasher. Requires seperately added 5600-0917 for the Photocell functionality. Requires WeCanX light bar if light bar flash control is required.	1	
5600-0948-3RE-4U	Warning light Whelen M6 series Linear Super LED (PR) Red with red lenses. Location: (1) each side NFPA/ULC required lower zone front facing.	1	
5600-0948-3RF-4U	Warning light Whelen M6 series Linear Super LED (PR) Red with red lenses. Location: (1) each side NFPA/ULC required lower zone forward side facing.	1	
5600-0948-3RG-4U	Warning light Whelen M6 series Linear Super LED (PR) Red with red lenses. Location: (1) each side NFPA/ULC required lower zone midship side facing.	1	
5600-0948-3RI-9J	Warning light Whelen M6 series Linear Super LED (PR) split red / blue. Location: (1) each side NFPA/ULC required lower zone rear facing.	1	

Salescode	Extended Description	Qty	
WARNING LIGHTS			
5600-0949-5ID-9J	Warning light Whelen M9 series Super LED (PR) split red / blue. Location: (1) pair each side of body rear facing up high (blue lights inboard).	2	
5600-0949-G98-4T	Warning light Whelen M9 series Super LED (PR) Red with clear lenses. Location: (1) each side of body on forward upper body corners.	1	
5600-0949-G99-4T	Warning light Whelen M9 series Super LED (PR) Red with clear lenses. Location: (1) each side of body on rearward upper body corners.	1	
DIRECTIONAL LIGHT BARS			
3340-0125	Smooth plate sanded box for recessed directional light bar on rear body.	1	
5310-0020-846	Directional light bar control is to be located center overhead console offset to driver side.	1	
5310-0025	Directional light circuit wiring through upper level warning.	1	
5310-0028	Whelen Traffic Advisor Model TAM83 LED - 31" long, with clear lenses.	1	
SIRENS			
5500-0010-210	Federal Q2B siren - flush mounted in bumper. Location: center front bumper. Requires activation switch.	1	
5500-0015	Whelen model 295SLSA1 siren with microphone (replaced 295HFSA1).	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-209	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.	1	
5510-0029-211	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.	1	
DOT LIGHTING			
5150-0080-461	Weldon auxiliary turn signal model 9186-8580 LED (PR). Location: (1) each side in body wheel well offset forward.	1	
5150-0091	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 4 light housing and weatherproof connectors.	1	
5150-0099	LED marker light cab and body package. E-ONE custom cab and SS body vehicles.	1	
5150-0149	License plate light incandescent with chrome housing located at the rear of the body below tailboard/body.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0111	Compartment light Amdor LED for medical cabinet (EA).	5	

Salescode	Extended Description	Qty	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0144	Compartment light package Amdor Luma-Bar LED for medium bodies. Includes two lights per compartment (four if transverse).	1	
5380-0182	Ground light package EON LED - large.	1	
5380-0323	The auxiliary steps below the cab doors and/or below pump module/body (if applicable) to have EON LED lights to illuminate the stepping surface and ground below (IPO lights indicated in the main ground light package).	1	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0025	Cab scene lights are to be switched with cab doors in addition to standard.	1	
5390-0190	Hose bed light Amdor H2O. Locate at the front area of hose bed. Switched with work light switch in cab.	1	
5390-0264-396	FireTech FT-GESM scene lights (PR) with chrome flange (when required) and weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate: (1) each side rear compartment face up high.	1	
5390-0264-861	FireTech FT-GESM scene lights (PR) with chrome flange (when required) and weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate: driver side forward and rearward areas of roof top storage compartment (inboard of warning lights if equipped).	1	
5390-0264-862	FireTech FT-GESM scene lights (PR) with chrome flange (when required) and weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate: officer side forward and rearward areas of roof top storage compartment (inboard of warning lights if equipped).	1	
5390-0334-490	FireTech FT-GSMJR scene lights (PR) with chrome flange and weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate: (1) each side of vista forward of rear doors.	1	
LIGHTS - NON-WARNING			
5400-0003	Engine compartment light (EA).	1	
5400-0137	Pump panel LED light package for side mount eMAX. Includes (6) TecNiq EON lights with S/S housings, located (3) each side above lower side intake/discharge panels. Includes S/S light shields. SM eMAX only.	1	
5400-0185	LED pump compartment light (EA).	1	
CONTROLS / SWITCHES			
1750-0034-1FS	Switch, additional 12 volt/15 amp. Location and function: L1 up high on forward wall up high for cab door locks.	1	

Salescode	Extended Description	Qty	
CONTROLS / SWITCHES			
1750-0034-5IA	Switch, additional 12 volt/15 amp. Location and function: driver side overhead console to disable the door ajar alarm and light, and once the park brake is set - return to the default mode.	1	
5100-0001-4ML	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations. Location: pump operator's panel for all scene lights.	1	
5100-0036-03G	Additional programming instructions: warning light at each cab door to activate with respective door.	1	
5100-0036-5IE	Additional programming instructions: vista display screen(s) to default to "night mode" setting, and be manually brightened if needed.	1	
5100-0044-3M5	Rear cab heater switch. Function and location: exterior mounted on inboard side of officer medical cabinet up high for rear heaters.	1	
5100-0128-3M5	Red flip cover for toggle switch. Location: exterior mounted on inboard side of officer medical cabinet up high for rear heaters.	1	
5100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1	
CAMERAS / INTERCOM			
5350-0060	Diamond plate camera shield.	1	
5350-0186	Back-up camera speaker. For use with multiplex electrical system. Located in cab accessible to driver.	1	
5350-0192	Safety Vision back-up camera wired through multiplex display. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1	
MISC ELECTRICAL			
5110-0017	Back-up alarm 97 dB.	1	
5110-0018-0AK	12 volt 12 gauge constant hot lead (24" long) with ground wire. Location: forward upper vista cabinet backwall offset to officer side.	1	
5110-0219-5DF	Blue Sea 12V power distribution module model 5032. Location: centered on rear wall of transvers compartment below fold down seat(s).	1	
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1	
GENERATOR			
5250-0005-684	Generator Onan 6KW hydraulic. Includes generator control / PTO engage switch and a gauge panel located adjacent to breaker box. Generator location: officer side of hose bed storage pan.	1	

Salescode	Extended Description	Qty	
GENERATOR TEST			
5255-0001	Testing - Line voltage power source (generator / inverter) on units with rated water pump. (3rd Party)	1	
BREAKER BOXES			
5200-0000-752	Breaker box 8 place single phase. Includes main breaker. Note: Main breaker occupies 2 places leaving 6 available. Locate L2 upper forward wall.	1	
LIGHTS - AREA			
5450-0293	FireTech 75" 12V brow light with integrated marker lights and white housing. Includes switch accessible to driver. Replaces front brow marker lights. Requires special bracket 5450-0340 on aerials with waterway trough. Not available on aerials with deep trough.	1	
5450-0678-493	FireTech 50" 12V scene light. Includes switch accessible to driver. Side facing lights switched seperately. Location: driver and officer side over rear cab door.	2	
LIGHT TOWERS			
5460-0229-4LQ	Night Scan Powerlite NS 3.0-500-4 with (4) 125 watt 120/240 volt Night Scan XL 200 light heads. Control to be located next to the breaker box. Requires air brakes or air system and auxiliary air tank. Tower to be located rear of hosebed storge pan. Hinged to rear.	1	
RECEPTACLES			
5470-0004-763	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: rear wall of driver side medical compartment up high.	1	
5470-0004-764	Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: rear wall of officer side medical compartment up high.	1	
5470-0084-746	Receptacle household 20A/110V double gang (four outlets) 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: R3 high on forward wall.	1	
5470-0084-Y97	Receptacle household 20A/110V double gang (four outlets) 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: R3 high on rearward wall.	1	
ELECTRIC CORD REELS			
5130-0002-887	Cord reel electric with 200' of 10/3 yellow cable. Locate roof top compartment above R4	1	
5130-0018-887	Junction box, Daniel Woodhead, with four (4) NEMA L5-20 110 volt 20 amp twist lock receptacles. Located on cord for reel in roof top compartment above R4	1	

Salescode	Extended Description	Qty	
ELECTRIC CORD REELS			
5130-0022-C78	Rollers for cord reel mounted through panel. Qty. EA. Location(s): on support bracket.	1	
5130-0024-392	Electric cord reel rewind switch. Switch located on wall near cord reel.	1	
5130-0028	Rollers, captive for cord reel mounted on reel. {May include a bracket (as required)}	1	
5130-0039-887	Bracket for rollers. A support bracket for rollers shall be provided up high at compt opening for reel(s) in roof top compartment above R4.	1	
MISC LOOSE EQUIPMENT			
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.	1	
EXTERIOR PAINT			
8100-0087	Paint Sample Spray Out - Dealer is responsible for returning written approval prior to order release. Two-tone cab color.	1	
8100-0176-000-7W	Paint E-ONE chassis cab - Sikkens paint (non-metallic color). Color: As Specified.	1	
8100-0177-000-A2	Paint cab Sikkens two-tone (non-metallic color). Upper area of cab to be painted FLNA 4040 E-ONE WHITE.	1	
8100-0233-000-I2	FRP painted exterior panels IPO standard paint process for stainless steel bodies. Available only on stainless steel rescue pumper bodies that have roll-up doors. Provides a credit versus the standard painting process. Sikkens paint (non-metallic color). Color: FLNA 3050 E-ONE RED.	1	
8100-0710	Cab paint break - standard with dip to grille. Break is 35.5" inches below the drip rail. 100" wide Cyclone with 4" raised roof only.	1	
INTERIOR PAINT			
8150-0011	The interior of the cab to be painted Zolatone gray.	1	
PROTECTIVE COATINGS			
1685-0387	LINE-X package: Cab floor overlays shall be coated with LINE-X.	1	
LETTERING			
8200-0113	Scotchlite Letter (Each) upto 6" tall. The exact size, color and location of the letters as specified by the customer.	137	
8200-0114	Scotchlite Letter (Each) upto 12" tall. The exact size, color and location of the letters as specified by the customer.	22	
8200-0116	Shade and/or outline (EA) for letters as specified by the customer.	55	
STRIPING			

Salescode	Extended Description	Qty	
STRIPING			
8300-0144-000-J7	Chevron "A" style 6" 3M "Diamond Grade" striping full width on rear of body (does not include the B1 door). Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0145-000-J7	Chevron "A" style 6" 3M "Diamond Grade" striping on front bumper. Colors to be Red/Fluorescent Yellow Green.	1	
8300-0333	Single NFPA Scotchlite Stripe - upto 10" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0340	Paint break Sign Gold cab stripe with outline - 3/4" wide total, gold with customer specified outline color. To be located above existing paint break.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
GRAPHICS			
8400-0024-1V4	Install up to 12" SignGold customer logo from an existing E-ONE design (EA). Location: reference graphics layout drawing.	4	
8400-0060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0101	Meritor 5 year / unlimited miles parts and labor warranty for front non-drive axle. Exceptions: MFS rated at 22,800 includes a 2 year / 200K miles parts and labor warranty and a front drive axle includes a 2 year / unlimited miles parts and labor warranty.	1	
9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1	
9100-0117	General One (1) year or 24,000 Miles Limited Warranty (RFW0001)	1	
9100-0126	Custom chassis One (1) Year or 18,000 Milies Limited Warranty (RFW0101).	1	
9100-0131	Regulated Emissions Systems Five (5) Years or 100,000 Miles Limited Warranty (RFW0140). N/A for California. For units going to California use 9100-0162 with L9 and 9100-0163 with X12/15.	1	
9100-0132	Electrical One (1) Year or 18,000 Milies Limited Warranty (RFW0201).	1	
9100-0134	Frame Assembly Structural Twenty (20) Years or 100,000 Milies Limited Warranty (RFW0304).	1	
9100-0136	Body Structure Aluminum Ten (10) years or 100,000 Miles Limited Warranty (RFW0502).	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD & EXTENDED			
9100-0137	Body and Substructure (Stainless Steel) - Twenty (20) years or 100,000 Miles Limited Warranty (RFW0534).	1	
9100-0138	Cab Structural Ten (10) Years or 100,000 Miles Limited Warranty (RFW0602).	1	
9100-0139	Plumbing and piping (Stainless Steel) Ten (10) years or 100,000 Miles Limited Warranty (RFW0800).	1	
9100-0141	Cab Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).	1	
9100-0150	Paint and Finish Stainless Body FRP and Roll Up Doors (Exterior Clear Coated) Non-Prorated Twelve (12) Years Limited Warranty (RFW0723).	1	
9100-0151	Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Fire (25) Years or 150,000 Miles Limited Warranty (RFW0316).	1	
9100-0152	Frame Components Corrosion (Zinc Plate) Twenty (20) Years or 132,000 Miles Limited Warranty (RFW0314).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0040	As built electrical drawings.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

CONSENT AGENDA ITEM NO. 7.T

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 5

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: Michael Hundman and Mark Fetzer, for ABC Supply, submitted an application requesting approval of a Site Plan for a Building Material and Supplies Business in the B-1 (General Commercial) District, for the property located at 2402 ½ East Empire Street.

Summary of Request

1. Site plan approval for construction of a building material and supplies business. Because the property is located in the B-1 (General Commercial) zoning district, site review is subject to a legislative review process.
2. The proposed structure is roughly 35,000 square feet in size with roughly 5,000 square feet utilized for office space while the remaining 30,000 square feet will be used for warehousing of roofing materials.

On Wednesday, April 6, 2022, the Planning Commission held a public hearing, found the request met the standards for approval of a site plan, and voted 6-0-0 to recommend approval of the Legislative Site Plan to the City Council, with no conditions.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, March 21, 2022 and courtesy notices were mailed to 70 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rules and State Sales Tax.

COMMUNITY DEVELOPMENT IMPACT: The Future Land Use map identifies the site as regional commercial. The Land Use Priorities map does not identify this area as a priority area. The Site Plan aligns with the following goals of the Comprehensive Plan: ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:

Melissa How, Economic and Community Development Director 4/14/2022

Chris Tomerlin, Budget Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/20/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- E&CD 3B Ordinance PR-03-22
- E&CD 3C Ordinance Exhibit B PR-03-22
- E&CD 3D Staff Report PR-03-22
- E&CD 3E Aerial Map PR-03-22
- E&CD 3F Zoning Map PR-03-22
- E&CD 3G PR-03-22 Draft Minutes 04.6.22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SITE PLAN FOR A BUILDING MATERIAL AND SUPPLIES BUSINESS IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR PROPERTY LOCATED AT 2402 ½ EAST EMPIRE STREET

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

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

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

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

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

Section 1. The above recitals are hereby incorporated into this Ordinance.

Section 2. The City Council adopts the findings of fact for the Site Plan Review as recommended by the Planning Commission.

Section 3. The City Council hereby approves the Site Plan for a roofing supply business for the property at 2402 ½ East Empire Street, legally described in Exhibit "A" and depicted in Exhibit(s) "B".

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

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

Section 6. This ordinance shall be effective immediately after the date of its publication as required by law.

Section7. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

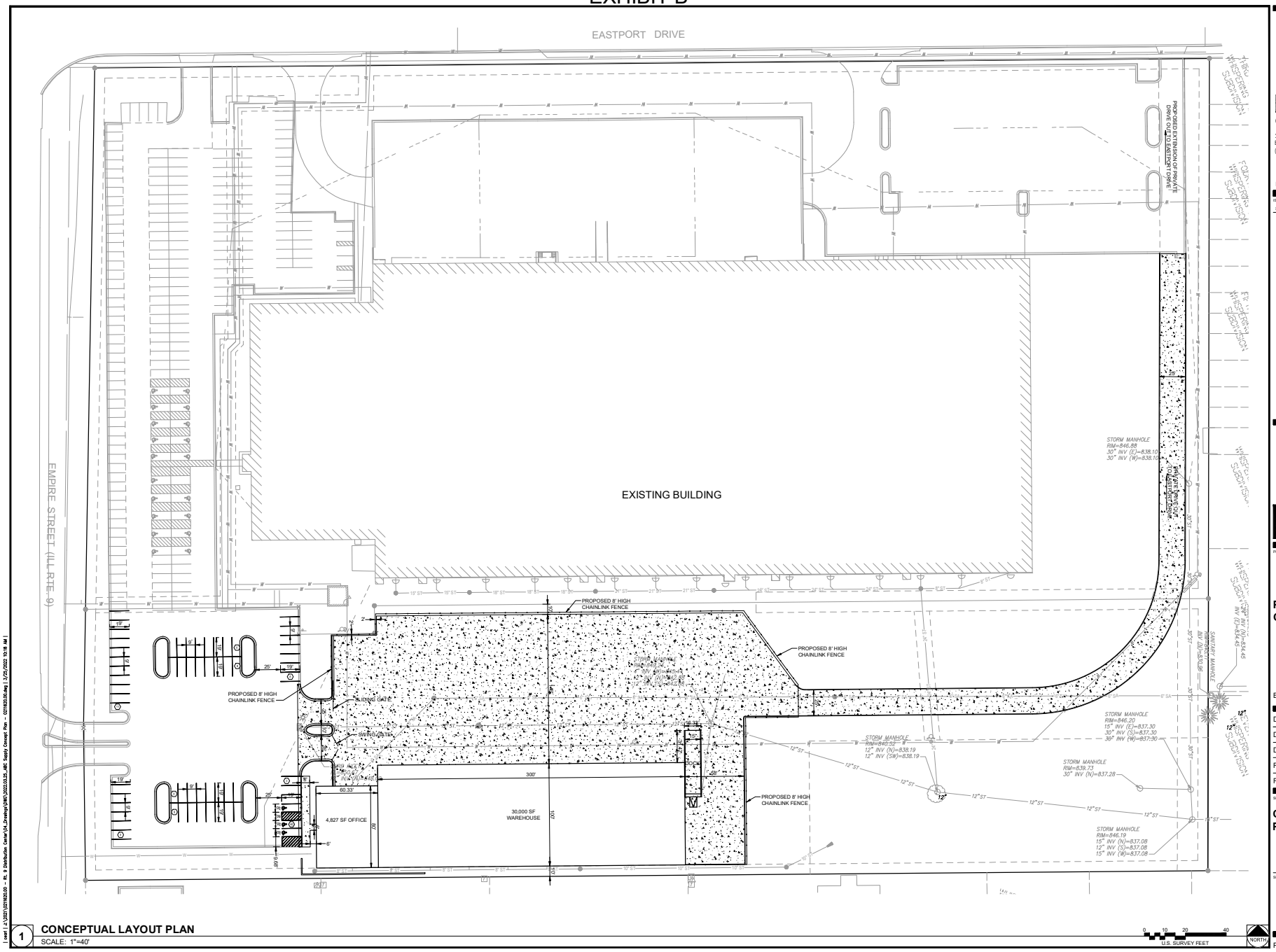
Legal Description
2402 ½ East Empire Street

Lot 2 of CAMtek Subdivision in the City of Bloomington, according to the Plat thereof recorded December 30,2015 as Document No. 2015-00024873, in McLean County, Illinois

PIN: 14-36-376-032

Commonly known as 2402½East Empire Street, Bloomington, Illinois

EXHIBIT B



1 **CONCEPTUAL LAYOUT PLAN**
SCALE: 1"=40'

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 Status
NOT FOR CONSTRUCTION

PROJECT:

Proposed ABC Supply Company

Bloomington, Illinois

DATE:	03/25/2022
DESIGNED:	
DRAWN:	CME
REVIEWED:	
FIELD BOOK NO.:	

SHEET TITLE:

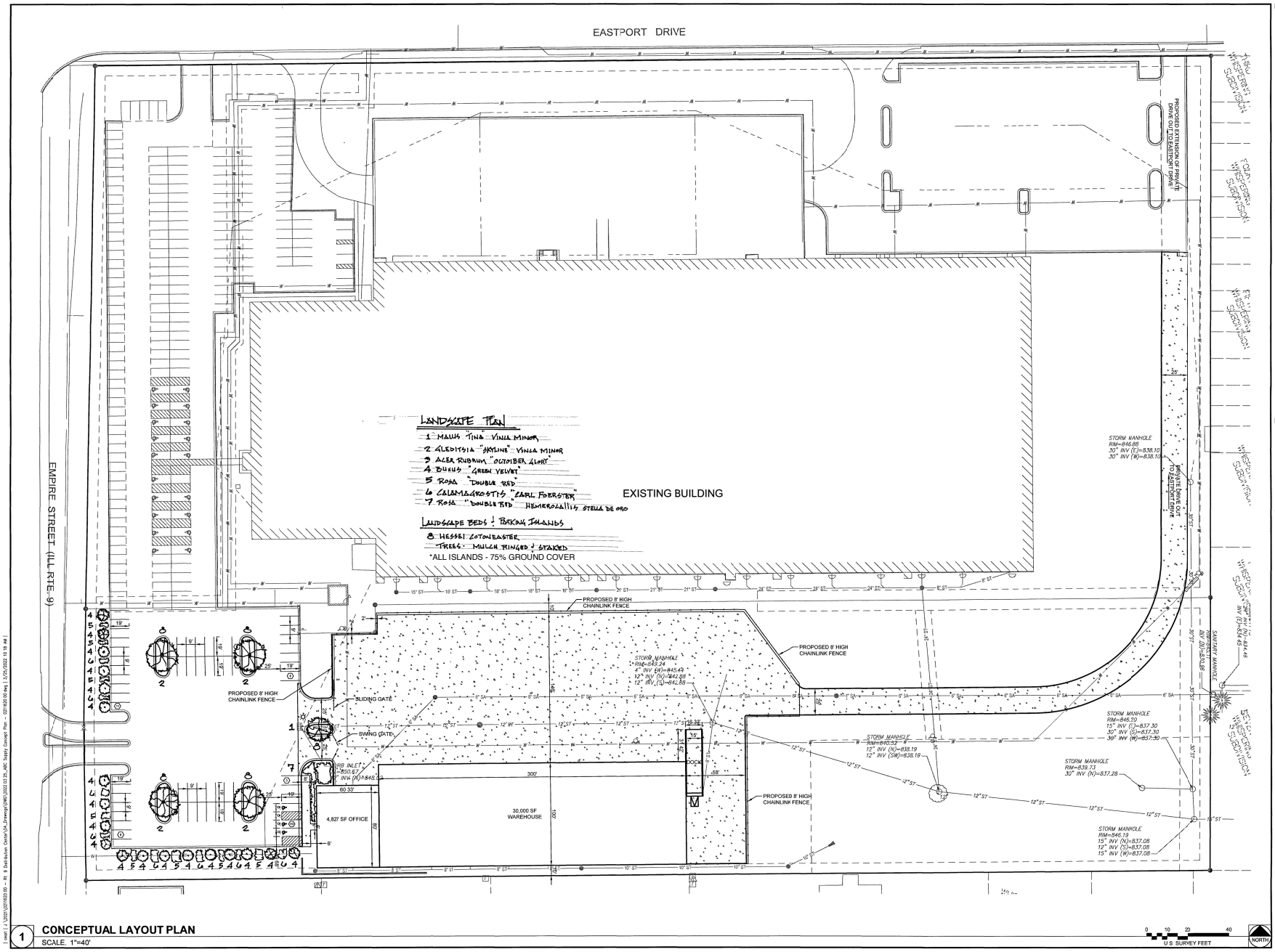
Conceptual Layout Plan

SHEET NUMBER:

C1

PROJECT NO.: 0211620.00

EXHIBIT B


EASTPORT DRIVE
EMPIRE STREET (ILL RTE. 9)
PROPOSED EXTENSION OF PRIVATE DRIVE OUT TO EASTPORT DRIVE
EXISTING BUILDING
LANDSCAPE PLAN
1 MALUS TINA VINCA MINOR
2 GLEDITSIA "SKYLINE" VINCA MINOR
3 ACER RUBRUM "OCTOBER GLORY"
4 BUXUS "GREEN VELVET"
5 ROSA "DOUBLE RED"
6 CALAMAGROSTIS "KARL FOERSTER"
7 ROSA "DOUBLE RED" HEMEROCALLIS STELLA DE ORO
LANDSCAPE BEDS & PARKING ISLANDS
8 HESSEI COTONEASTER
TREES: MULCH RINGED & STAKED
*ALL ISLANDS - 75% GROUND COVER
PROPOSED 8' HIGH CHAINLINK FENCE
SLIDING GATE
SWING GATE
DOCK
4,827 SF OFFICE
30,000 SF WAREHOUSE
STORM MANHOLE RIM=846.88 30" INV (E)=838.10 30" INV (W)=838.10
STORM MANHOLE RIM=845.24 4" INV (W)=845.49 12" INV (N)=842.88 12" INV (S)=842.88
STORM MANHOLE RIM=840.52 12" INV (N)=835.19 12" INV (SW)=835.19
STORM MANHOLE RIM=846.20 15" INV (E)=837.30 30" INV (S)=837.30 30" INV (W)=837.30
STORM MANHOLE RIM=839.53 30" INV (N)=837.28
STORM MANHOLE RIM=846.19 15" INV (N)=837.08 12" INV (S)=837.08 15" INV (W)=837.08
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PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	April 6, 2022
CASE NO:	PR-03-22, Site Plan Review
REQUEST:	Public hearing, review and action on a request submitted by R. Michael Hundman, on behalf of ABC Supply - Bloomington, for Legislative Site Plan Review with potential Variances for property located at 2402 ½ East Empire Street (PIN: 14-36-376-032).

BACKGROUND

Petitioners' request:
The petitioner is requesting a legislative site plan review to allow for the development of a building material and supplies business on the subject property.

Property Characteristics:
The subject property consists of roughly 6.65 acres of land located northeast of the intersection of Eastport Drive and East Empire Street. The property is currently vacant. This The surrounding uses are single-family residential, multi-family residential, commercial, and industrial.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, March 21, 2022. Courtesy notices were mailed to 70 property owners within 500 feet of the subject property as part of the April meeting.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-2, Mixed Residence & R-3A, Multiple-Family Residence	Single-Family and Multi-Family
South	B-1, General Commercial & M-1, Restricted Manufacturing	Strip Mall, Hotel, Retail, Landscaping
East	B-1, General Commercial	Office
West	B-1, General Commercial	Electronics Manufacturing

ANALYSIS

Compliance with the Comprehensive Plan
The Future Land Use map identifies the site as regional commercial. The Land Use Priorities map does not identify this area as a priority area. The Site Plan algins with the following goals of the Comprehensive Plan:

- ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan.

Standards for Consideration of Site Plan Review

Standard	Discussion	Finding
The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.	The proposed development is not incompatible with the existing development in the area. The layout of the business and parking lot are consistent with developments on surrounding properties. The building meets all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. The landscaping plan should be revised to ensure code requirements for landscaping are met. This should include interior parking lot landscaping requirements.	The standard is met.
The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.	The proposed use will not have any adverse impacts on the development of adjoining land. The use is permitted within the zoning and is compatible with the uses of the surrounding properties. The landscaping plan should be revised to ensure code requirements for landscaping are met. A cross access easement agreement needs to be established for the driveway and access to parking.	The standard is met.
The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.	The site is accessible by, and directly sited on E Empire Street. However, access to this site will be from Eastport Drive. There are existing curb cuts and aprons at the site. If an existing approach apron is not going to be utilized, then it needs to me removed and the curb and gutter restored to city standards.	Standard is met.

Standards for Consideration of Site Plan Review (Continued)

Standard	Discussion	Finding
The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.	The surrounding properties are single and multi-family residential, commercial and industrial. The proposed location for the business is situated so that it is as far away as possible from the residentially zoned properties as possible. This results in it being located adjacent to the commercially zoned properties. The use will not impact the current use of the adjacent commercially zoned lot.	Standard is met.

STAFF RECOMMENDATION

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

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

2. Motion to recommend that City Council approve a Site Plan for a building material and supplies business in the B-1 (General Commercial) District for the property located property located at 2402 ½ East Empire Street (PIN: 14-36-376-032).

Respectfully submitted,

Glen Wetterow
City Planner

Attachments:
- Draft ordinance
- Site Plan
- Aerial map
- Zoning map
- Neighborhood notice and map

3/24/2022

Case PR-03-22 - Aerial Map

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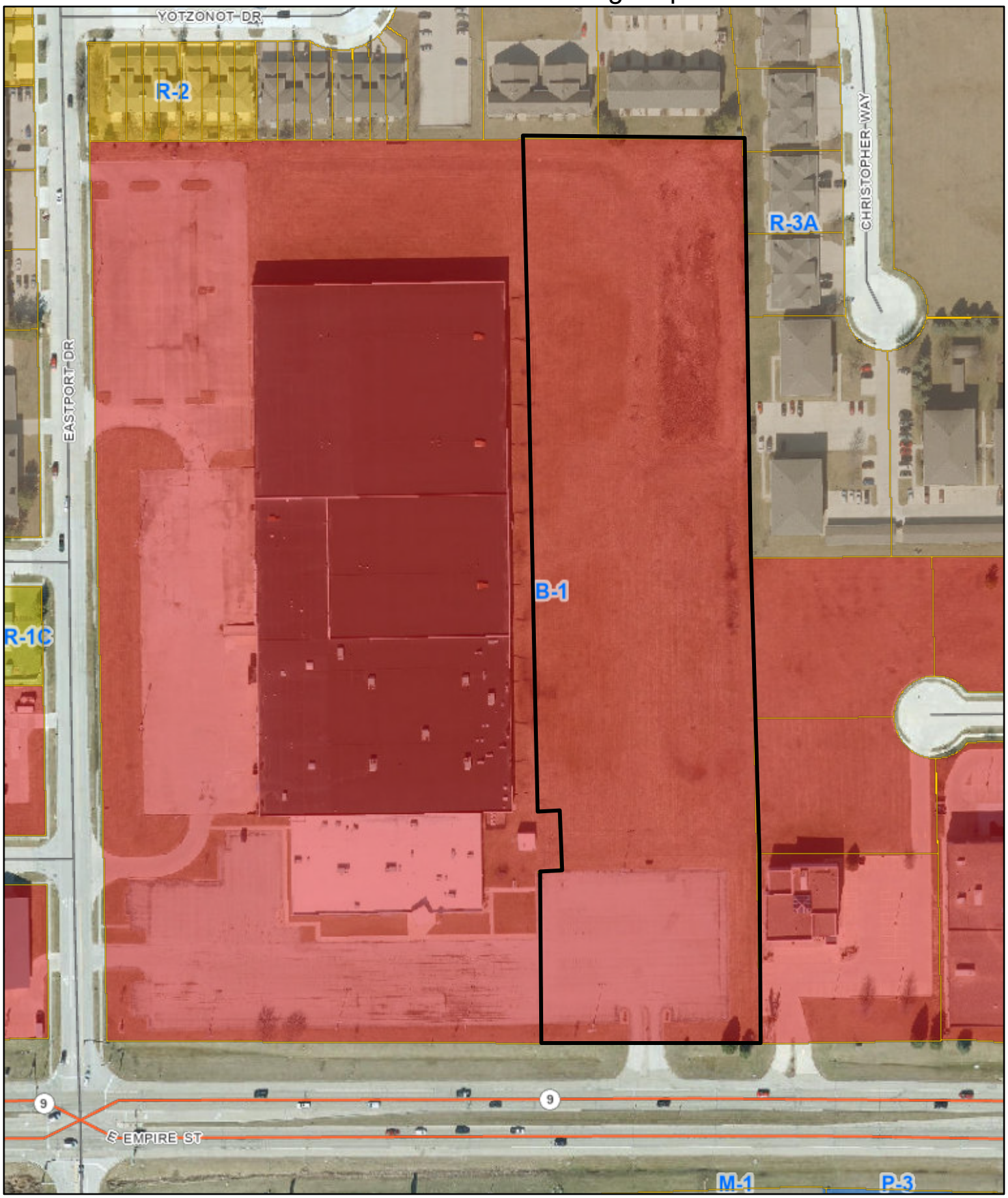
McGIS

3/24/2022

Case PR-03-22 - Zoning Map



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D. PR-03-22 Public hearing, review and action on a request submitted by R. Michael Hundman, on behalf of ABC Supply - Bloomington, for a Legislative Site Plan Review with potential Variances, for the property located at 2402 ½ East Empire Street (PIN: 14-36-376-032). (Ward 5).

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

Vice Chair Boyd opened the public hearing.

Todd Bugg – 800 Smith Drive, Normal, IL. Mr. Bugg, attorney for the petitioner, introduced Neil Finlen, Mike Hundman, Mark Fetzer of the project team who were also present. He explained that the project is planned for an ABC Supply, a roofing and building supplies company. He stated the petitioners have worked hard to reduce impacts to the adjacent properties; building and parking is concentrated to the south, away from the residential uses. He addressed the driveway that surrounds the site on the north; he stated this is designed for supply deliveries, so there will be truck traffic, but only during normal business hours. He stated normal business hours are 7am-4pm, Monday-Friday, sometimes also 7am-12pm on Saturdays. He stated no supply deliveries would occur during off-hours. He stated the petitioner cannot relocate the driveway due to adjacent property restrictions, but they are willing to add fencing along the north side of the property if desired. He indicated truck traffic via Empire Street is not ideal due to the street median preventing exit options.

Mr. Muehleck inquired if Eastport Drive can accommodate truck traffic.

Mr. Bugg stated that the level of expected traffic is considered regular and it will not be the level such as you see at Bridgestone, which includes truck queuing.

Neil Finlen – 2709 McGraw Dr, Bloomington, IL - Mr. Finlen stated the reasoning for having access from Eastport Drive is because it is a signalized intersection with Empire Street, which helps safety. He stated he believes Eastport Drive could accommodate truck traffic but requested verification from the City Engineer.

Craig Shonkwiler, City Engineer, stated that access is an important consideration for safety and Eastport Drive is not residential at that point and should be able to handle the type of traffic proposed.

No further testimony was provided by the public.

No discussion by the Commission.

A motion to establish findings of fact that the subject property meets the legislative site plan criteria in Chapter 44.17-9 of the City Code was made by Mr. Muehleck and seconded by Mr.

Muncy. Roll call vote: Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes, Vice Chair Boyd – Yes (6-0) Motion passed.

A motion to recommend that City Council approve a Site Plan for a building material and supplies business in the B-1 (General Commercial) District for the property located property located at 2402 ½ East Empire Street (PIN: 14-36-376-032) was made by Mr. Muehleck and seconded by Mr. Galpalli. Roll call vote: Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes, Vice Chair Boyd – Yes (6-0) Motion passed.

DRAFT

CONSENT AGENDA ITEM NO. 7.U

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 5

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 3a. Retention and growth of current local businesses
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: The Petitioner, Nathan Elliott of EA Architecture & Design, on behalf of Nicolas Canchola, is requesting approval of a Site Plan and Variances for a Restaurant in the B-1 (General Commercial) District, for the property located at 604 IAA Drive.

Summary of Request

1. Site plan approval for construction of a restaurant. Because the property is located in the B-1 (General Commercial) zoning district, site review is subject to a legislative review process.
2. The proposed structure is roughly 3,500 square feet in size.
3. Variances to allow parking lot islands that are smaller in size than code permits, and as a result a second variance to allow omission of required trees in the islands. The islands will have 100% groundcover on them. As a condition of approval, two trees (that would have gone in the islands) will be placed in the exterior parking lot landscaping.

On Wednesday, April 6, 2022, the Planning Commission held a public hearing, found the request met the standards for approval of a site plan, and voted 7-0-0 to recommend approval of the Legislative Site Plan to the City Council, with no conditions.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, March 21, 2022, and courtesy notices were mailed to 29 property owners within 500 feet of the subject property.

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

COMMUNITY DEVELOPMENT IMPACT: The Future Land Use map identifies the site as regional commercial. The Land Use Priorities identifies this site as Tier 1-Infill Redevelopment Priority. The Site Plan algins with the following goals of the Comprehensive Plan: ED-1.1 Focus on retention and expansion of existing businesses, ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/14/2022

Chris Tomerlin, Budget Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- E&CD 4B Ordinance PR-05-22
- E&CD 4C Ordinance Exhibit B PR-05-22
- E&CD 4D Staff Report PR-05-22
- E&CD 4E Aerial Map PR-05-22
- E&CD 4F Zoning Map PR-05-22
- E&CD 4G PR-05-22 Draft Minutes 04.6.22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SITE PLAN AND VARIANCES FOR A RESTAURANT IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR PROPERTY LOCATED AT 604 IAA DRIVE

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

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

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

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

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

Section 1. The above recitals are hereby incorporated into this Ordinance.

Section 2. The City Council adopts the findings of fact for the Site Plan Review as recommended by the Planning Commission.

Section 3. The City Council hereby approves the Site Plan for a restaurant for the property at 604 IAA Drive, legally described in Exhibit "A" and depicted in Exhibit "B," with the following variances and condition:

1. A variance from §44-1307C(1)(b) (Parking lot interior landscaping – Dimensions) allowing smaller islands in the parking lot and otherwise required;
2. A variance from §44-1307C(1)(c) (Parking lot interior landscaping – Design) allowing omission of required trees in the parking lot islands; and
3. A condition that additional trees (2) be planted in exterior parking lot landscaping area.

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

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

Section 6. This ordinance shall be effective immediately after the date of its publication as required by law.

Section 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description of Subject Premises

A part of the SW¼ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of a tract of land conveyed to Martin Oil Services, Inc. recorded March 18, 1954, in Deed Record Book 628, Page 7 as Document No. 22235, in McLean County, Illinois, and which point also lies 60 feet west of the west right of way line of U.S. Route 66 (F.A. Route 5); thence N.02°-45'W. 50 feet parallel with said west right of way line to the Point of Beginning; From said Point of Beginning thence S.87°-15'W. 150 feet parallel with the north line of said Martin Oil Services, Inc. tract; thence N.02°-45'W. 150 feet parallel with said west right of way line; thence N.87°-15'E. 150 feet parallel with the north line of said Martin Oil Services, Inc. tract to a point which is 60 feet west of said west right of way line; thence S.02°-45'E. 150 feet parallel with said west right of way line to the Point of Beginning.

EXHIBIT B

LSPR REVIEW_4.1.22

DEMOLITION SPECIFICATION

WORK INCLUDES

A. General Contractor provide:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and site utilities.
4. Salvaging items for reuse by Owner.

1.2. DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.

C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse, store and protect against damage. Reinstall items in locations indicated.

D. Existing to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during demolition and then cleaned and reinstalled in their original locations.

1.3. MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes the property of Contractor

1.4. QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

B. Regulatory Requirements: Provide licensed or specialized workers where required by Federal, State, or local regulations for demolition or modification of indicated systems or elements.

C. EPA Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

E. Demolition Firm Qualification: Engage an experienced firm that has successfully completed demolition Work similar to that indicated for this Project.

1.5. PROJECT CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.

B. Owner assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner and under and separate contract.

D. On-site storage or sale of removed items or materials is not permitted.

E. Provide, erect, and maintain temporary barriers and security devices.

F. Conduct operations with minimum interference to public or private thoroughfares. Maintain protected egress and access at all times.

G. Do not close or obstruct roadways sidewalks without permits.

1.6. COORDINATION

A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

2. PRODUCTS

2.1. SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements as listed in the civil engineered drawings.

1. Obtain approved borrow soil materials off-site when sufficient satisfactory soil materials are not available on-site.

3. EXECUTION

3.1. EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

3.2. PREPARATION

A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.

B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Arrange to shut off indicated utilities with the utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

C. Existing Utilities: See plumbing and electrical drawings for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

D. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

3.3. PROTECTION

A. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.

Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

B. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.4. DEMOLITION - GENERAL

A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch after flame cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

C. Explosives: Use of explosives is not permitted.

3.5. DEMOLITION BY MECHANICAL MEANS

A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

C. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction and extending 5-feet outside footprint indicated for new construction. Abandon below-grade construction outside this area.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

D. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area.

1. Fill abandoned utility structures with satisfactory soil materials according to backfill requirements listed in the civil drawings.

3.6. SITE RESTORATION

A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements listed in civil drawings.

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.7. REPAIRS

A. Promptly repair damage to adjacent structures and sitework caused by demolition operations.

3.8. DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Do not burn demolished materials.

3.9. CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

1 SITE PLAN - DEMOLITION
1" = 30'-0"

EA ARCHITECTURE & DESIGN, INC.
802 N CLINTON STREET, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.001110

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No.	Date	REVISIONS

FIESTA RANCHERA
604 I-AA DRIVE
BLOOMINGTON, ILLINOIS 61701

DATE: 4/1/2022
SCALE: AS NOTED
DRAWN BY: rpe
JOB: 21-068
DEMOLITION INFORMATION
SHEET: D101
OF

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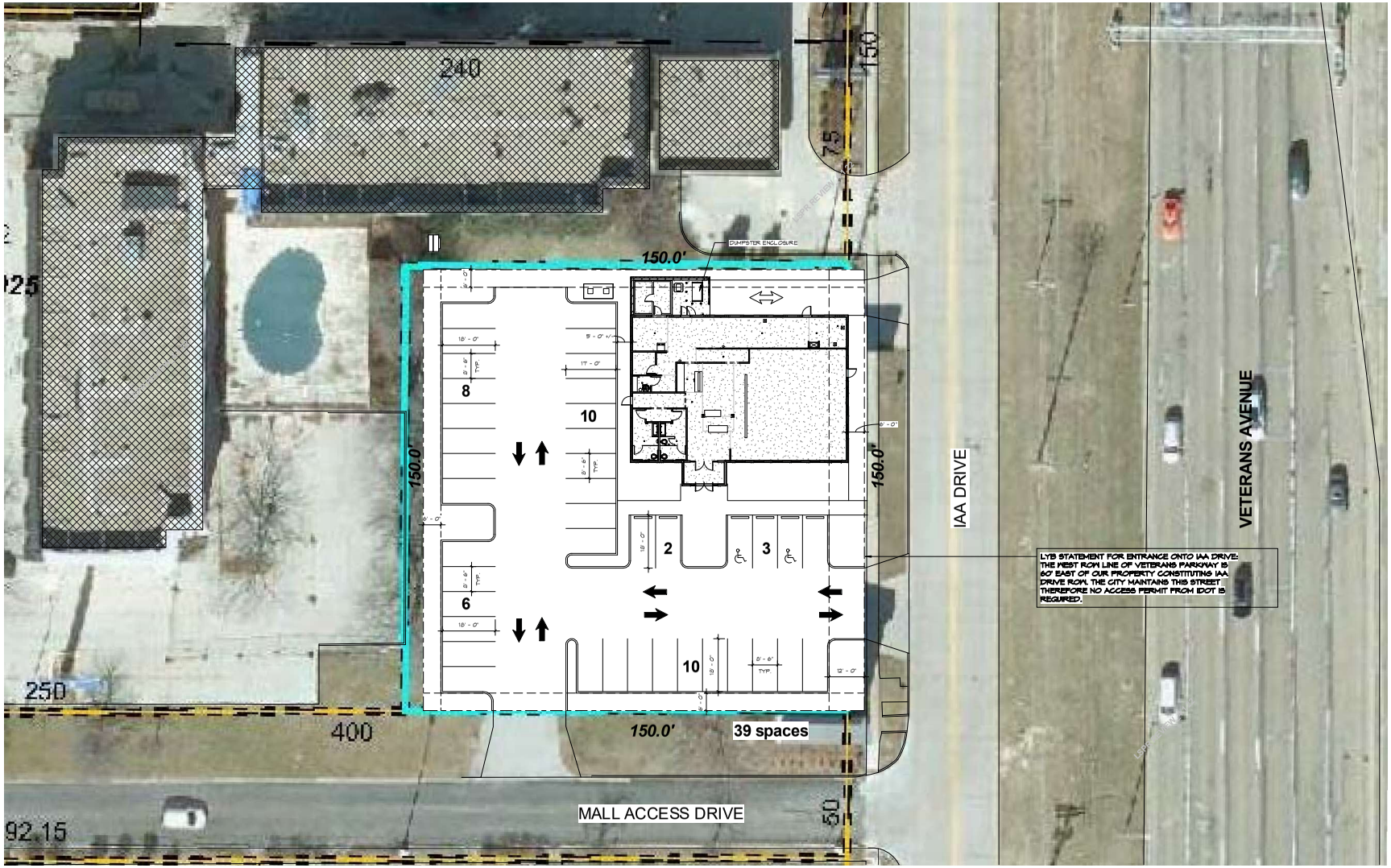

1 SITE PLAN
1/16" = 1'-0"

EA ARCHITECTURE & DESIGN, INC.
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BLOOMINGTON, ILLINOIS 61701
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No.	Date	REVISIONS

FIESTA RANCHERA
604 I-AA DRIVE
BLOOMINGTON, ILLINOIS 61701

DATE: 4/1/2022
SCALE: AS NOTED
DRAWN BY: rpe
JOB: 21-068
ARCHITECTURE
SCHEMATIC SITE PLAN
SHEET: L101
OF

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LANDSCAPE PLAN NOTES

1. LANDSCAPING SHALL OCCUR BASED ON A DESIGN-BUILD BASIS

2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING, SUBMITTING, AND PERMITTING THE LANDSCAPE WORK.

3. THIS DRAWING IS TO SHOW ARCHITECTS DESIGN INTENT ONLY. LANDSCAPE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, ETC. TO INSTALL A FULLY ACCEPTABLE PLAN MEETING THE CITY OF BLOOMINGTON'S LANDSCAPE REQUIREMENTS. REFERENCE CITY OF BLOOMINGTON, MUNICIPAL CODE, CHAPTER 44-1301, ARTICLE XII LANDSCAPING AND SCREENING. THE FOLLOWING REQUIREMENTS LISTED ARE NOT ALL INCLUSIVE OF ALL REQUIREMENTS. IT IS THE RESPONSIBILITY FOR THE LANDSCAPE CONTRACTOR TO FOLLOW ALL CITY OF BLOOMINGTON'S REQUIREMENTS.

4. LANDSCAPE PLAN SUBMITTALS. LANDSCAPING PLANS SHALL BE PREPARED AND STAMPED BY A PROFESSIONAL LANDSCAPE ARCHITECT OR DESIGNER AND MUST BE PROVIDED FOR EACH PHASE OF THE DEVELOPMENT REVIEW AND BUILDING PERMIT PROCESSES. THE LANDSCAPE PLAN SHALL INCLUDE THE FOLLOWING INFORMATION PROVIDED ON ONE OR MORE SHEETS:
- THE STREET ADDRESS AND PARCEL NUMBER OF THE PROPERTY;

- THE APPLICANT'S NAME, ADDRESS AND INTEREST IN THE PROPERTY;

- THE OWNER'S NAME AND ADDRESS, IF DIFFERENT FROM THE APPLICANT, AND THE OWNER'S SIGNED CONSENT TO THE FILING OF THE PLAN;

- TITLE, SCALE, NORTH MARKER, AND DATE;

- ZONING OF SITE AND THE USE(S) OF ALL ADJOINING PROPERTY(S);

- ALL LOT LINES, EASEMENTS AND RIGHTS-OF-WAY;

- ALL SURROUNDING ROADS WITH STREET NAMES LABELED;

- IDENTIFICATION OF EXISTING TREES AND OTHER LANDSCAPE ELEMENTS TO BE REMOVED OR PRESERVED;

- EXISTING AND PROPOSED SITE CONTOURS ON THE PROJECT SITE AND 100 FEET BEYOND THE SITE LOT LINES, AT INTERVALS NOT TO EXCEED TWO FEET;

- ALL EXISTING AND PROPOSED DRAINAGE AND DETENTION AREAS;

- THE TOTAL SQUARE FOOT OF THE SITE AREA DEDICATED FOR VEHICLE USE, INCLUDING PARKING, LOADING, CIRCULATION, DROP-OFF/PICK-UP, ETC.;

- LOCATION, SIZE, SPACING, AND SPECIES OF PROPOSED PLANT MATERIAL, INCLUDING PLANT LISTS SHOWING THE REQUIRED AND PROPOSED QUANTITIES;

- A PLANT LIST KEYED TO THE LANDSCAPE PLAN THAT IDENTIFIES LANDSCAPE MATERIALS BY SCIENTIFIC NAME AND COMMON NAME, PLANTING SIZE AND PLANTING DETAILS;

- METHODS AND DETAILS FOR PROTECTING EXISTING VEGETATION DURING CONSTRUCTION;

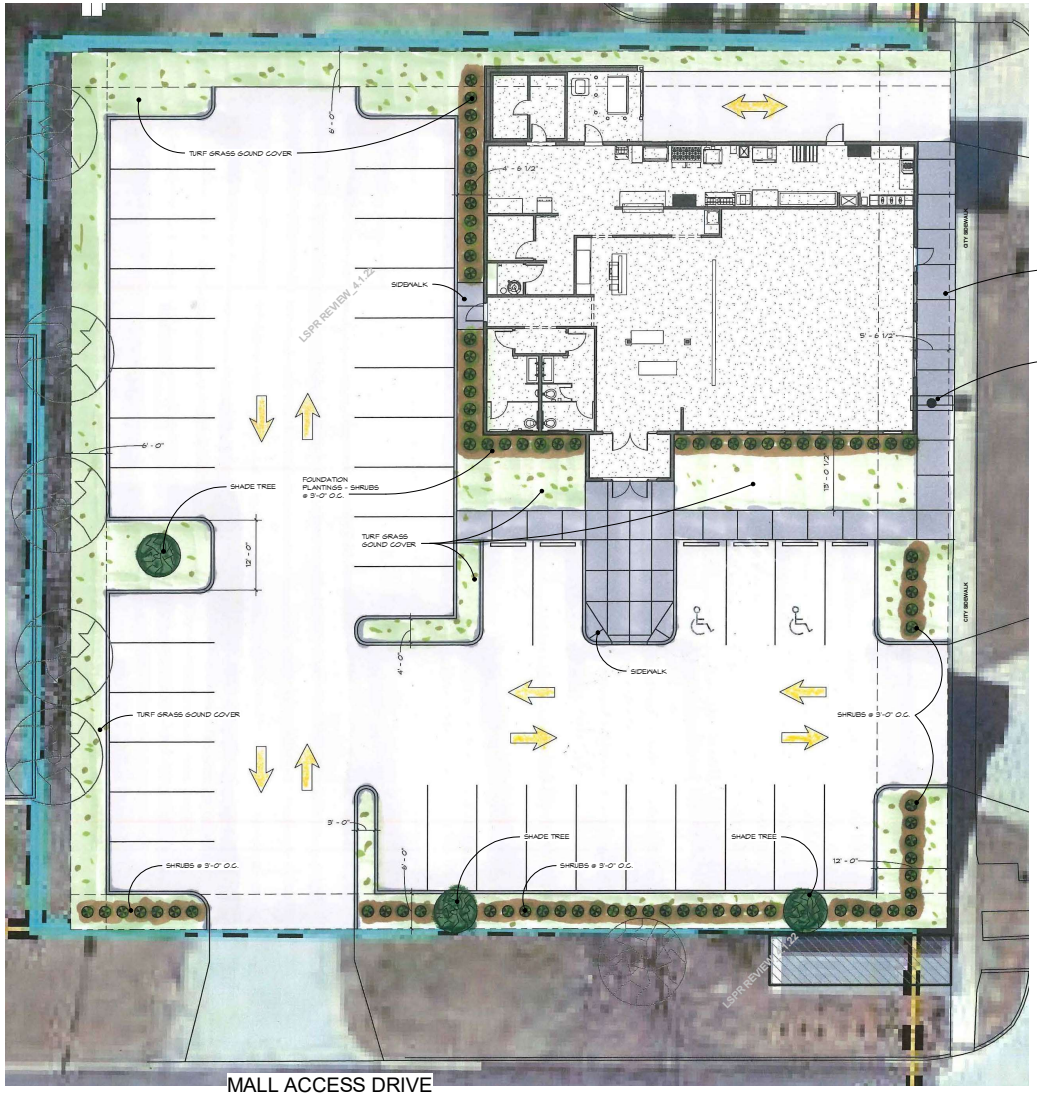
- CALCULATIONS VERIFYING THE MINIMUM LANDSCAPING REQUIRED FOR THE SITE UNDER THIS ARTICLE AND CALCULATIONS VERIFYING THE MINIMUM PERCENTAGE OF REQUIRED LANDSCAPE AREA(S);

- DESCRIPTION OF IRRIGATION METHODS FOR LANDSCAPE AREAS;

- DESCRIPTION OF LANDSCAPE MAINTENANCE PROGRAM, INCLUDING STATEMENT THAT ALL DISEASED, DAMAGED OR DEAD MATERIALS SHALL BE REPLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE; AND

- OTHER INFORMATION OR DOCUMENTATION AS THE DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT MAY DEEM NECESSARY TO ALLOW A FULL AND PROPER CONSIDERATION AND DISPOSITION OF THE PARTICULAR PLAN, INCLUDING BUT NOT LIMITED TO SPECIAL FEATURES, SIGN LOCATIONS, LIGHTING, DECKS, PAVING, GAZEBOS, ETC.

5. REVIEW SPECIFIC REQUIREMENTS WITHIN CHAPTER 44-1301
44-1301 [CH. 44, 13-1] PURPOSE AND INTENT.
44-1302 [CH. 44, 13-2] APPLICABILITY.
44-1303 [CH. 44, 13-3] LANDSCAPE PLAN SUBMITTAL REQUIREMENTS.
44-1304 [CH. 44, 13-4] GENERAL LANDSCAPING REQUIREMENTS.
44-1305 [CH. 44, 13-5] PLANT MATERIAL REQUIREMENTS.
44-1306 [CH. 44, 13-6] LANDSCAPING AREAS.
44-1307 [CH. 44, 13-7] PARKING LOT LANDSCAPE REQUIREMENTS.
44-1308 [CH. 44, 13-8] ADDITIONAL SCREENING REQUIREMENTS.



TOTAL LOT AREA = 150' x 150' = 22,500 SQUARE FEET

BUILDING AREA (INCLUDING WALK-IN COOLER AND DUMPSTER AREA) = 4,228 SQUARE FEET

PARKING LOT AREA = 12,603 SQUARE FEET

DUMPSTER DRIVE AREA = 660 SQUARE FEET

SIDEWALK AREA = 1,131 SQUARE FEET

LANDSCAPE AREA = 16,628 SQUARE FEET

1 LANDSCAPE PLAN
1" = 10'-0"

No.	Date	REVISIONS

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FIESTA RANCHERA
604 I-AA DRIVE
BLOOMINGTON, ILLINOIS 61701

DATE: 4/1/2022
SCALE: AS NOTED
DRAWN BY: rpe
JOB: 21-068
SCHEMATIC LANDSCAPE PLAN
SHEET: L102
OF

4/1/2022 8:47:48 AM
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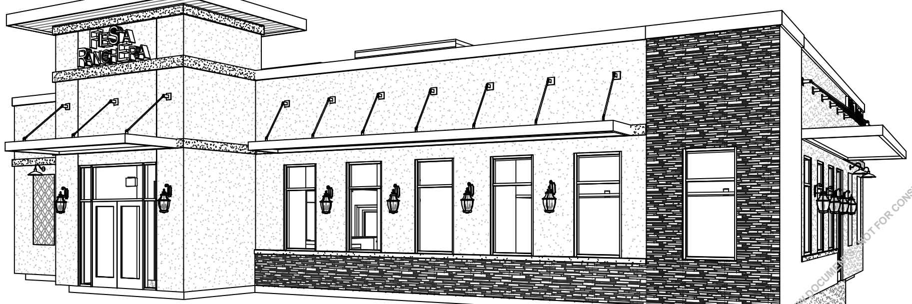
SITE PLAN LEGISLATIVE REVIEW DOCUMENTS - NOT FOR CONSTRUCTION - 3/3/2022

FIESTA RANCHERA



PLAN REVIEW INFORMATION

Code Review – FIESTA RANCHERA
6 January 2022
Project Number: 21-068

Chapter 2: Definitions:
NONE IDENTIFIED FOR THIS CODE REVIEW

Chapter 3: Use and Occupancy Classification:
Section 303
A-2 – Assembly, Restaurant = 3,670 sf
Total Footprint Area = 3,868 sf

Chapter 4: Special Detailed Requirements:
NONE IDENTIFIED FOR THIS CODE REVIEW

Chapter 5: General Building Height and Area:
Construction Type V-B; SPRINKLERED
Table 504.3 – Allowable Height
A-2 Occupancy = 60'-0"
Actual Building Height = 22'-6" < 60'-0" OK

Table 504.4 – Allowable Number of Stories
A-2 Occupancy = 2
Actual Building Stories = 1 Story < 2 OK

Table 506.2 – Allowable Building Area
A-2 Occupancy = 24,000 sf
Total Building Area = 3,670 sf < 24,000sf OK

Chapter 6: Types of Construction
Section 602.2 – All materials to be non-combustible materials with exception of the materials listed in Section 603.
Table 601: Fire-Resistant Rating Requirements for Building Elements

Type V-B	
Primary structural frame:	0 HR
Bearing walls, exterior:	0 HR
Bearing walls, interior:	0 HR
Nonbearing walls and partitions, exterior (Tab. 602):	0 HR
Nonbearing walls and partitions, interior:	0 HR
Floor Construction:	0 HR
Roof Construction:	0 HR

Chapter 7: Fire and Smoke Protection
NONE REQUIRED FOR THIS CONSTRUCTION TYPE

Chapter 8: Interior Finishes
Table 803.13 – A-2 // Sprinklered
Interior Wall & Ceiling Finish Requirements
Exit Passageway & Corridors – Class B
Rooms and Enclosed Spaces – Class C

Section 804 – Flooring shall not have less than a Class II critical radiant flux level.

Chapter 9: Fire Protection Systems

Section 903.2.1.2 - An automatic fire sprinkler system is required because it is an A-2 occupancy with more than 100 occupants.

Sections 903.3.1 through 903.3.6. Sprinkler systems shall be designed and installed in accordance with Section 903.3.1.1 unless otherwise permitted by IBC Sections 903.3.1.2 and 903.3.1.3 and other chapters of the IBC, as applicable.
NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Section IBC 903.3.1.1.1.

Section 903.4 – Valves on sprinkler shall be electrically supervised. Monitoring shall be provided on sprinkler system to an approved supervising station.

Section 906 – An inspected and labeled 10# ABC fire extinguisher shall be placed in the building. One ABC extinguisher is required for the building. One K-type extinguisher is required within the kitchen area of the building.

Section 907.2.1 – A manual fire alarm system is not required because the occupant load is less than 300 in this A-2 occupancy. A system will be provided with the sprinkler system.

Chapter 10: Means of Egress
Table 1004.1.1:
Seating area and Bar Area (16078 sf) = 145 occupants – based on seating arrangement

Reception/Waiting Area = 332 / 7 sf = 47 occupants

Kitchen/Back Bar/Staff = 1067 / 200 sf = 6 occupants

Building Total Occupancy = 198 occupants

Section 1005.3 – Means of egress needs to be 198* 0.2 = 39.6".
All other means of egress shall not be less than:
Five exits are provided.
1 – 72" + 4 – 36" = 216" > 39.6"

Section 1005.7.1 – Doors that open into the path of egress shall not reduce the path more than 7 inches.

Section 1006 – 2 exits are required from the building. 5 exits are provided around the perimeter of the building.

Section 1006.2.1 – Common path of egress travel can not exceed 75'-0". The overall building dimensions are 74'-0" x 50'-0. A path has not been shown on the diagram.

Section 1007.1.1 – Exits must be at least 1/3 the diagonal distance of the building. See diagram for that information.

Section 1008 – The path of egress shall be illuminated no less than 1 footcandle at the walking surface. Emergency systems shall illuminate the path of egress in the event of power failure.

Section 1010.1.2.1 – Doors shall swing in the direction of egress.

Section 1010.1.9.4 – Locks and latches shall be permitted to prevent operation of doors where a building in occupancy Group A having an occupant load of 300 (worse case 198 occupants) or less, exterior door or doors are permitted to be equipped with key-operated locking devices from the egress side provided:
2.1. The locking device is readily distinguishable as locked;
2.2. A readily visible durable sign is posted on the egress side on or adjacent to the door stating: "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED". The sign shall be in letters 1inch high on a contrasting background; and
2.3. The use of the key-operated locking device is revokable by the building official for due cause.

Section 1010.1.10 – Panic hardware is not required because of the exception noted above.

Section 1013 – Exit signs shall be lighted and visible that clearly marks the path of egress. Exit must have the ability to stay illuminated for at least 90 minutes after power loss (2702.2.6)

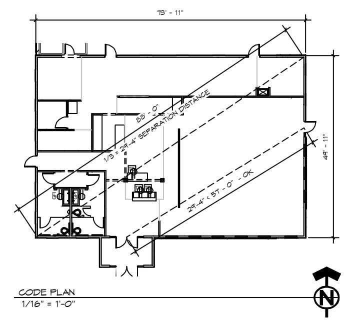
Section 1017 – Exit access travel distance can not exceed 250'-0". The overall building dimensions are 74'-0" x 50'-0. A path has not been shown on the diagram.

Illinois Plumbing Code
Section 890.810
Food Service = 3,370 sf / 30 = 112.33
Total Occupants = 114 ____ 57 men and women
Section 890.Appendix A
Required plumbing fixtures – For Restaurant:

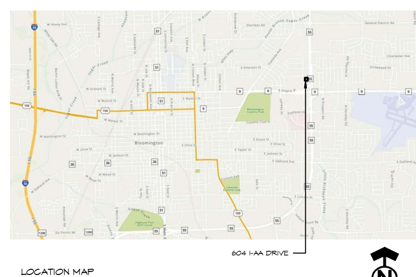
	Required	Provided	
WOMEN			
Water Closets – 1-100	2	2	ok
Lavatories – 1-100	1	2	ok
MEN			
Water Closets - 1-100	1	1	ok
Urinals – 1-150	1	1	ok
Lavatories – 1-100	1	2	ok
Miscellaneous			
Drinking Fountain – 1 per 75 -	Water provided by owner		ok
Service Sink	1 per floor	1	ok

2018 IECC Code Check
McLean County - Table 301.1 – Climate Zone - 5A

Table C402.1.3
Required R-Factors
Roof – Above Roof Deck – R-30ci
Walls above grade – Wood framed – R-13 + R-3.8ci OR R-20
Slab on Grade – R-10ci for 24" horiz. or vert.
Table C402.1.4
Required U-Factors
Roof – Above Roof Deck – U-0.032
Walls above grade – Wood framed – U-0.064
Slab on Grade – F-0.54



CODE PLAN
1/16" = 1'-0"



LOCATION MAP

DRAWING INDEX

PREVIOUS SUBMITTALS
PHASE 1 - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
PHASE 2 - XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

SET NOTES:
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

CONTRACTOR	PROJECT OWNER	PROJECT INFORMATION	CODES
TBD	**NICOLAS CANCHOLA** **FIESTA RANCHERA** **1500 E EMPIRE STREET, SUITE A-3** **BLOOMINGTON, ILLINOIS 61701** **309-663-1615**	AUTHORITY HAVING JURISDICTION (AHJ): CITY OF BLOOMINGTON OCCUPANCY TYPE: A-2 / CONSTRUCTION TYPE: TYPE V-B **SITE PLAN LEGISLATIVE REVIEW DOCUMENTS** **DATE: 3/1/2022**	THESE PLANS HAVE BEEN DESIGNED WITH THE INTENTION OF FULL COMPLIANCE WITH THE FOLLOWING CODES: 1. INTERNATIONAL BUILDING CODE, 2018 2. ILLINOIS STATE PLUMBING CODE, 2014 3. NATIONAL ELECTRIC CODE, 2020 4. INTERNATIONAL MECHANICAL CODE, 2018 5. ILLINOIS ACCESSIBILITY CODE, 2018 6. BLOOMINGTON CITY CODES FOR ALL TRADES 7. INTERNATIONAL FUEL GAS CODE, 2018 8. INTERNATIONAL ENERGY CONSERVATION CODE, 2018 9. AMERICAN DISABILITIES ACT, 2010

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED HEREIN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.
I AM DULY LICENSED ARCHITECT/ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: ____________
NAME: XXXXXX XXXXXXXX
DATE: ____________
LICENSE RENEWAL DATE: 11/30/2018
PAGES OR DIVISIONS COVERED BY THIS CERTIFICATION: G-SHEETS, A-SHEETS, MEP SHEETS

EA ARCHITECTURE & DESIGN, INC.
802 N CLINTON STREET, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

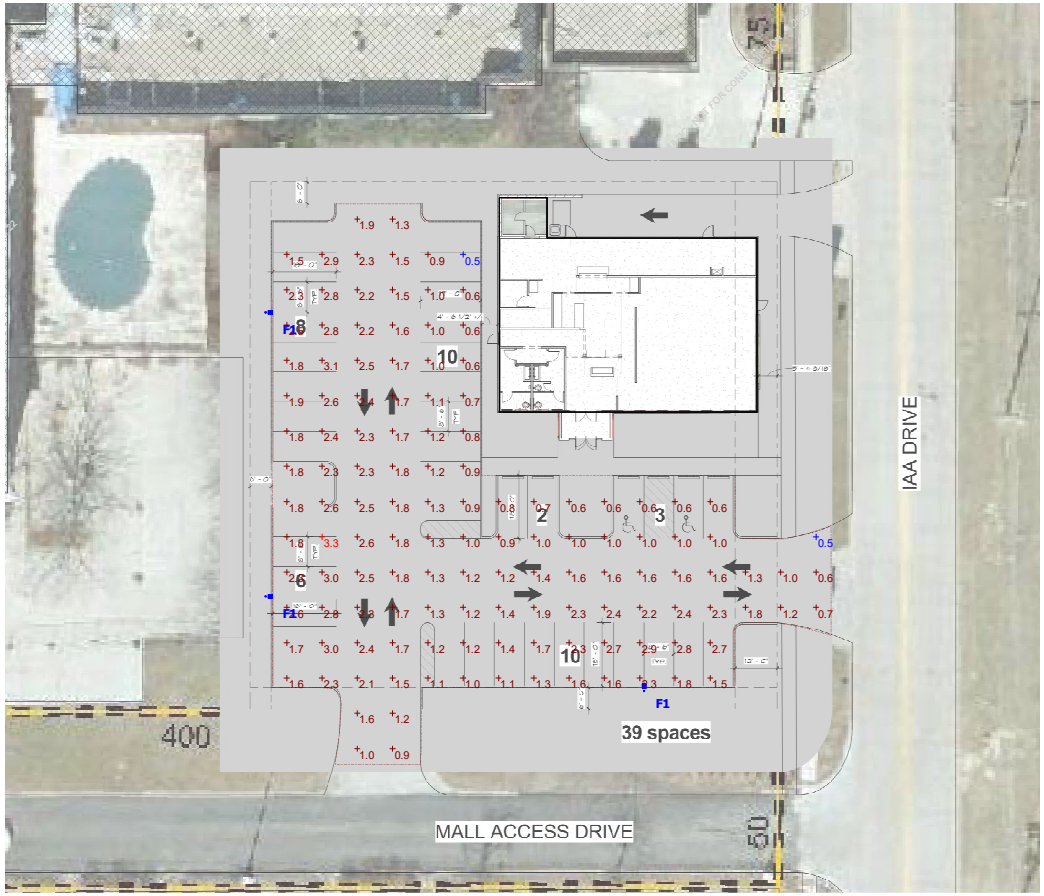
No. | Date | REVISIONS

FIESTA RANCHERA
604 I-AA DRIVE
BLOOMINGTON, ILLINOIS 61701

DATE:	3/3/2022
SCALE:	AS NOTED
DRAWN BY:	npe
JOB:	21-068
TITLE SHEET	
SHEET:	G101
OF	

SITE PLAN LEGISLATIVE REVIEW DOCUMENTS - NOT FOR CONSTRUCTION - 3/3/2022

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.6 fc	3.3 fc	0.5 fc	6.6:1	3.2:1



Plan View
Scale - 1" = 35ft

STUDY A

Schedule

Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	F1		3	Lithonia Lighting	ESX1 LED P2 40K R3	Contractor Select ESX LED Area Luminaire Size 1 P2 Lumen Package 4000K CCT Type R3 Distribution	1	13917	0.9	97.59	Max: 7040cd

Note

1. CALCULATION POINTS ARE AT 0" AFF.
2. FIXTURES ARE MOUNTED AT 27' AFF.
3. BASED ON REFLECTANCES OF 0
4. CALCULATIONS ARE BASED ON INFORMATION PROVIDED

KSA LIGHTING & CONTROLS

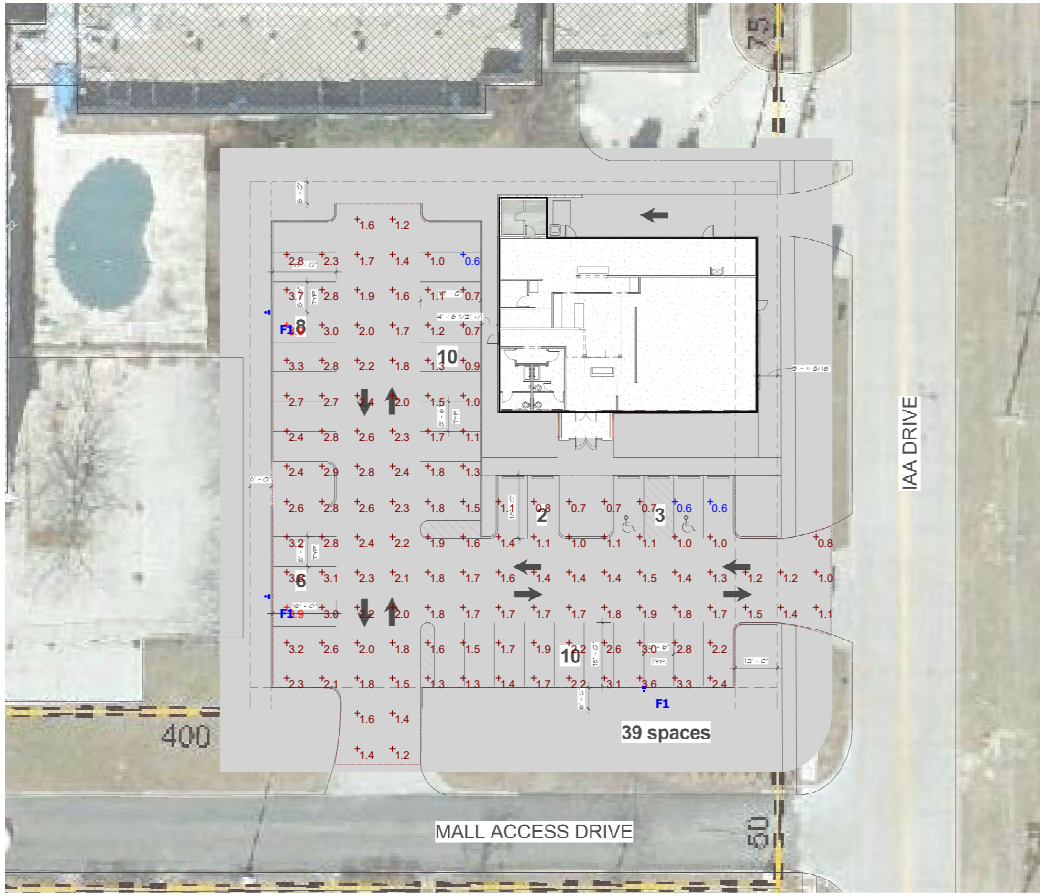
Fiesta Ranchera Parking Lot ESX

Designer
Jake Wacker
Date
02/18/2022
Scale
Not to Scale
Drawing No.

Summary

** This document contains confidential and proprietary information of KSA Lighting & Controls. This document may only be used by or for the benefit of KSA Lighting & Controls representatives and customers. FOR LIGHTING DESIGNS This lighting design is not a professional engineering drawing and is provided for informational purposes only, without warranty as to accuracy, completeness, reliability or otherwise. KSA Lighting and Controls is not responsible for specifying the lighting or illumination requirements for and specific project, including municipal or building code requirements. It is the obligation of the end-user to consult with a professional engineering advisor to determine whether this lighting design meets the applicable project requirements for lighting system performance, safety, suitability and effectiveness for use in a particular application. Field Verification is recommended when calculations are based on end-user or customer provided information. End-user enviornment and application (including, but not limited to, Voltage variation and dirt accumulation) can cause actual field performace to differ from the calculated photometric performance represented in this lighting design. In no event will KSA Lighting & Controls be responsible for any loss resulting from any use of this lighting design.

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.9 fc	3.9 fc	0.6 fc	6.5:1	3.2:1



Plan View
Scale - 1" = 35ft

STUDY B

Schedule

Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	F1		3	Lithonia Lighting	RSX1 LED P4 40K R3	RSX Area Fixture Size 1 P4 Lumen Package 4000K CCT Type R3 Distribution	1	16359	0.9	133.14	Max: 11793cd

Note

1. CALCULATION POINTS ARE AT 0" AFF.
2. FIXTURES ARE MOUNTED AT 27' AFF.
3. BASED ON REFLECTANCES OF 0
4. CALCULATIONS ARE BASED ON INFORMATION PROVIDED

KSA LIGHTING & CONTROLS

Fiesta Ranchera Parking Lot RSX

Designer
Jake Wacker
Date
02/18/2022
Scale
Not to Scale
Drawing No.

Summary

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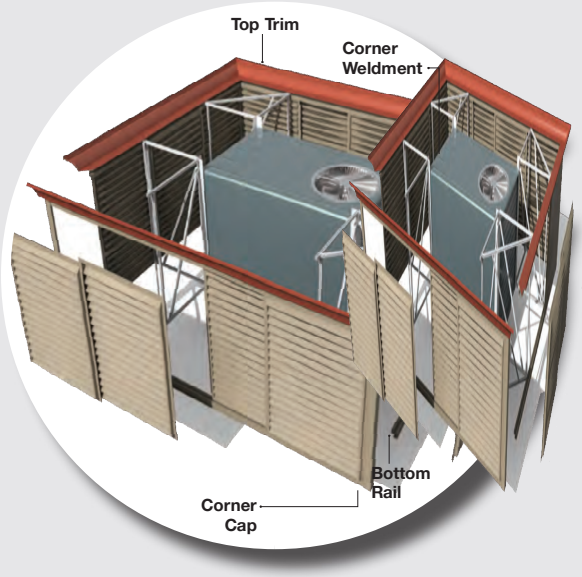

U.S. Patent No. 5,664,384
U.S. Patent No. 7,000,362
U.S. Patent No. 7,707,798

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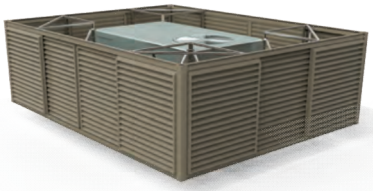
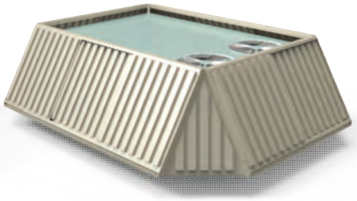


(Available in Metal or Acrylicap® ABS)

CANTED



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LOUVER HORIZONTAL

RIB HORIZONTAL

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BATTEN VERTICAL

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RIB VERTICAL

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HORIZONTAL SOLID

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4.0 CORRUGATED
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PAN SOLID

PAN PERFORATED

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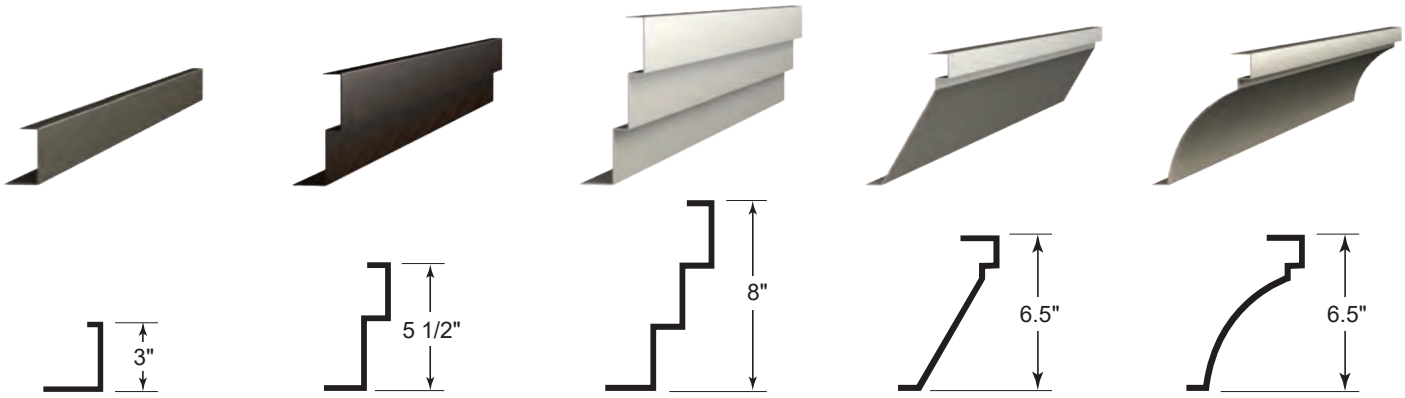

LINEAL BAND | 2 STEP | 3 STEP | ALAMO | COVE

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SHADOW GRAY | SLATE GRAY | RANCHERO RED | CYPRESS MOSS | FOREST GREEN | MANSARD BROWN

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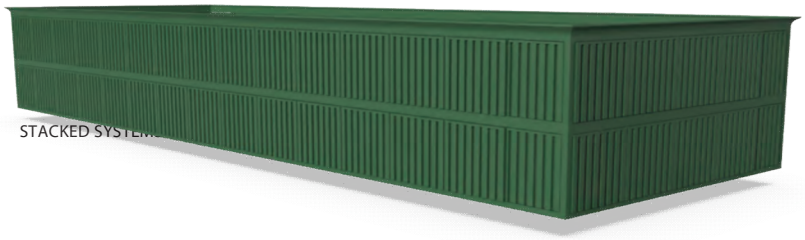
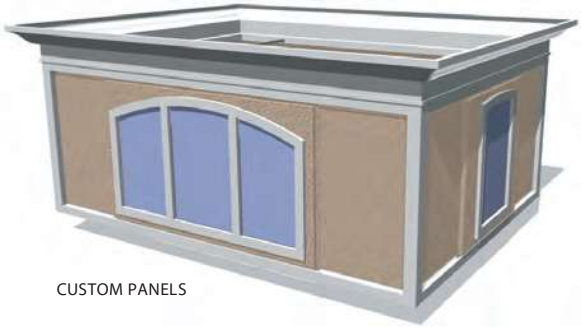
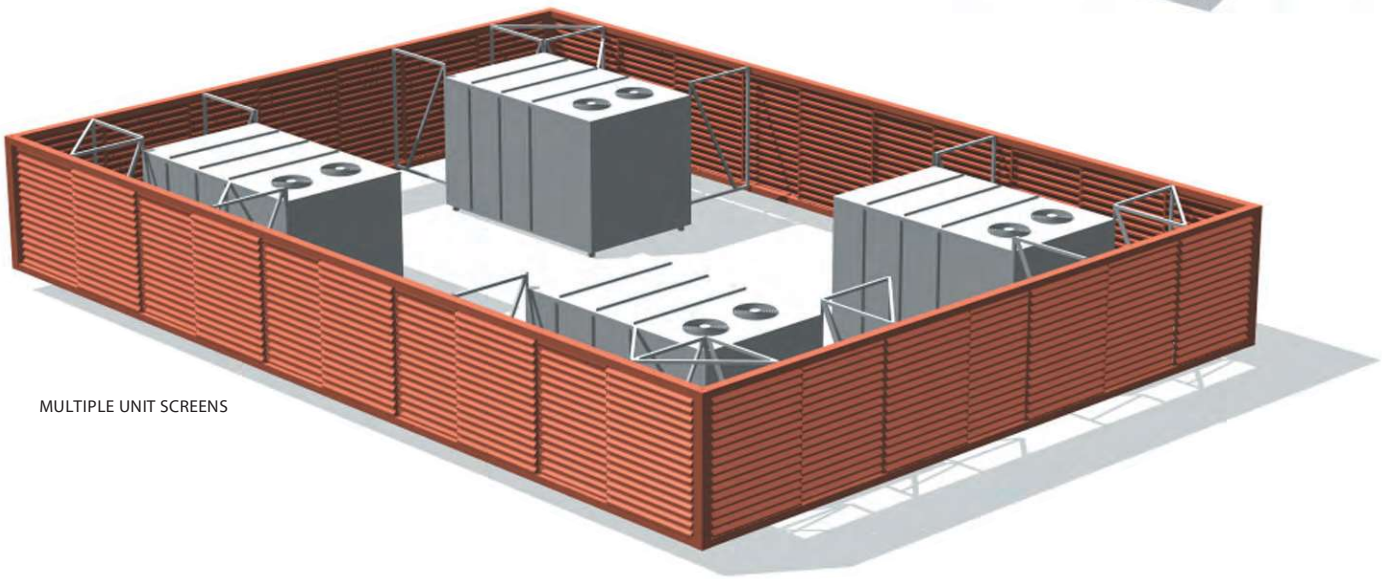


STACKED SYSTEM

TOP TRIM ADDED



CUSTOM PANELS



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Rev 12/21

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	April 6, 2022
CASE NO:	PR-05-22, Site Plan Review
REQUEST:	Public hearing, review and action on a request submitted by Nathan Elliott of EA Architecture & Design, on behalf of Nicolas Canchola, for a Legislative Site Plan Review with potential Variances for the property located at 604 IAA Drive (PIN: 14-35-377-022).

BACKGROUND

Petitioners' request:
The petitioner is requesting a legislative site plan review, to allow the development of a restaurant on the subject property.

Property Characteristics:
The subject property consists of roughly 0.52 acres of land located northwest of the intersection of North Veterans Parkway and East Empire Street The property previously had a cash loan business located on it. This building has been demolished to allow for the construction of this new restaurant. The surrounding uses are all commercial.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, March 21, 2022. Courtesy notices were mailed to 29 property owners within 500 feet of the subject property as part of the April meeting.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1, General Commercial	Hotel
South	B-1, General Commercial	Strip Mall
East	B-1, General Commercial	Vacant
West	B-1, General Commercial	Hotel and Strip Mall

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map shows the site as regional commercial. Approval of the Site Plan algins with the following goals of the Comprehensive Plan:

- ED-1.1 Focus on retention and expansion of existing businesses.
- ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan.

Standards for Consideration of Site Plan Review

Standard	Discussion	Finding
The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.	The proposed development is not incompatible with the existing development in the area. The layout of the restaurant and parking lot are consistent with developments on surrounding properties. The building meets all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. The landscaping plan should be revised to ensure code requirements for landscaping are met. This should include interior parking lot landscaping requirements. Approach aprons need to be designed to meet city standards.	The standard is met with condition of approval of variances related to landscaping.
The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.	The proposed use will not have any adverse impacts on the development of adjoining land. The use is permitted within the zoning and is compatible with the uses of the surrounding properties. The landscaping plan should be revised to ensure code requirements for landscaping are met. The trash enclosure shall be fully screened as city code requires. Per city code a stormwater retention/detention plan is required. This plan needs to be reviewed and approved by Public Works.	The standard is met with the conditions of approval of variances related to landscaping.
The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.	The site is accessible by and directly situated on IAA Drive. There are existing curb cuts and aprons at the site. If the approach aprons are being repaired/refurbished or modified, they need be designed to meet city standards.	Standard is met.

Standards for Consideration of Site Plan Review (Continued)

Standard	Discussion	Finding
The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.	The surrounding properties are all zoned commercial. The uses are a hotel and strip malls. The activities occurring at the proposed site would be complementary to the existing uses.	Standard is met.

ADDITIONAL REQUESTS

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

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

Petitioners' request:
The petitioner seeks a variance from §44-1307C(1)(b) (Parking lot interior landscaping – Dimensions) and §44-1307C(1)(c) (Parking lot interior landscaping – Design), to allow petitioner to meet the parking requirement specified in §44-1208, and to support the long-term viability of the plantings in the subject islands.

Standard	Discussion	Finding
That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.	Due to site constraints, this development requires *either* a variance to the number of required parking spaces, or the parking lot interior landscaping requirements. The purpose and intent of the Off-Street Parking and Loading section of the Code (§44-12) discusses safety, the reduction of vehicular congestion, and the adequacy of vehicle parking, as of primary importance. On the other hand, the purpose and intent of the Landscaping and Screening section (§44-13) addresses items that are primarily of issue for the protection of adjacent properties (buffering) or environmental impacts (stormwater, erosion control); additional purpose and intent statements (Safeguard and enhance property values; Enhance the quality and appearance new development) can still be met through other provisions of the proposed site plan (additional exterior plantings, increased planting coverage in provided islands, etc.)	Standard is met.
That the variance would be the minimum action necessary to afford relief to the applicant.	Shared parking is not a feasibly alternative for practical and pedestrian safety reasons. Expansion of the property boundaries to accommodate both provisions is not feasible, as this is redevelopment, surrounding by other existing structures.	Standard is met.

(Variance analysis, continued)

Standard	Discussion	Finding
That the special conditions and circumstances were not created by any action of the applicant.	While the B-1 District does not prescribe minimum lot sizes, this property is one of the smallest commercial lots in the vicinity, and seeking to make the best use of the site, as available.	Standard is met.
That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.	Granting of these variances to the landscaping and screening provisions allow the applicant to comply with the off-street parking requirements. In addition, the applicant has volunteered to provide plantings in the entire area of each parking lot island—as opposed to the 75% required—to help mitigate the visual impact of the missing trees, and are evaluating the provision of additional shade trees in external planting areas as well.	Standard is met.
That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.	In order to provide the required parking, and the required islands, the size of the islands needed to be reduced to a size that makes long-term survival of shade trees unlikely; granting this variance will help ensure that the on-site plantings remain viable and meet the purpose of safeguarding and enhancing property values, rather than detracting from them.	Standard is met.

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a variance application and recommends that the Zoning Board of Appeals take the following actions:

1. Motion to establish findings of fact that carrying out the strict letter of the Code <u>does</u> create a practical difficulty or particular hardship for the petitioner.

STAFF RECOMMENDATION

Staff finds that the application <u>meets</u> the standards for site plan review and recommends its <u>approval with the following condition, additional trees (2) be planted in exterior parking lot landscaping area</u>. Staff recommends that the Commission take the following actions:

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

2. Motion to recommend that City Council <u>approve</u> a Site Plan for a restaurant in the B-1 (General Commercial) District for the property located property located at 604 IAA Drive (PIN: 14-35-377-022) with the following variances: variance from §44-1307C(1)(b) (Parking lot interior landscaping – Dimensions) and variance from §44-1307C(1)(c) (Parking lot interior landscaping – Design) and condition that additional trees (2) be planted in exterior parking lot landscaping area.

Respectfully submitted,

Glen Wetterow
City Planner

Attachments:
- Draft ordinance
- Site Plan
- Aerial map
- Zoning map
- Neighborhood notice and map

3/24/2022

Case PR-05-22 - Aerial Map

N
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S

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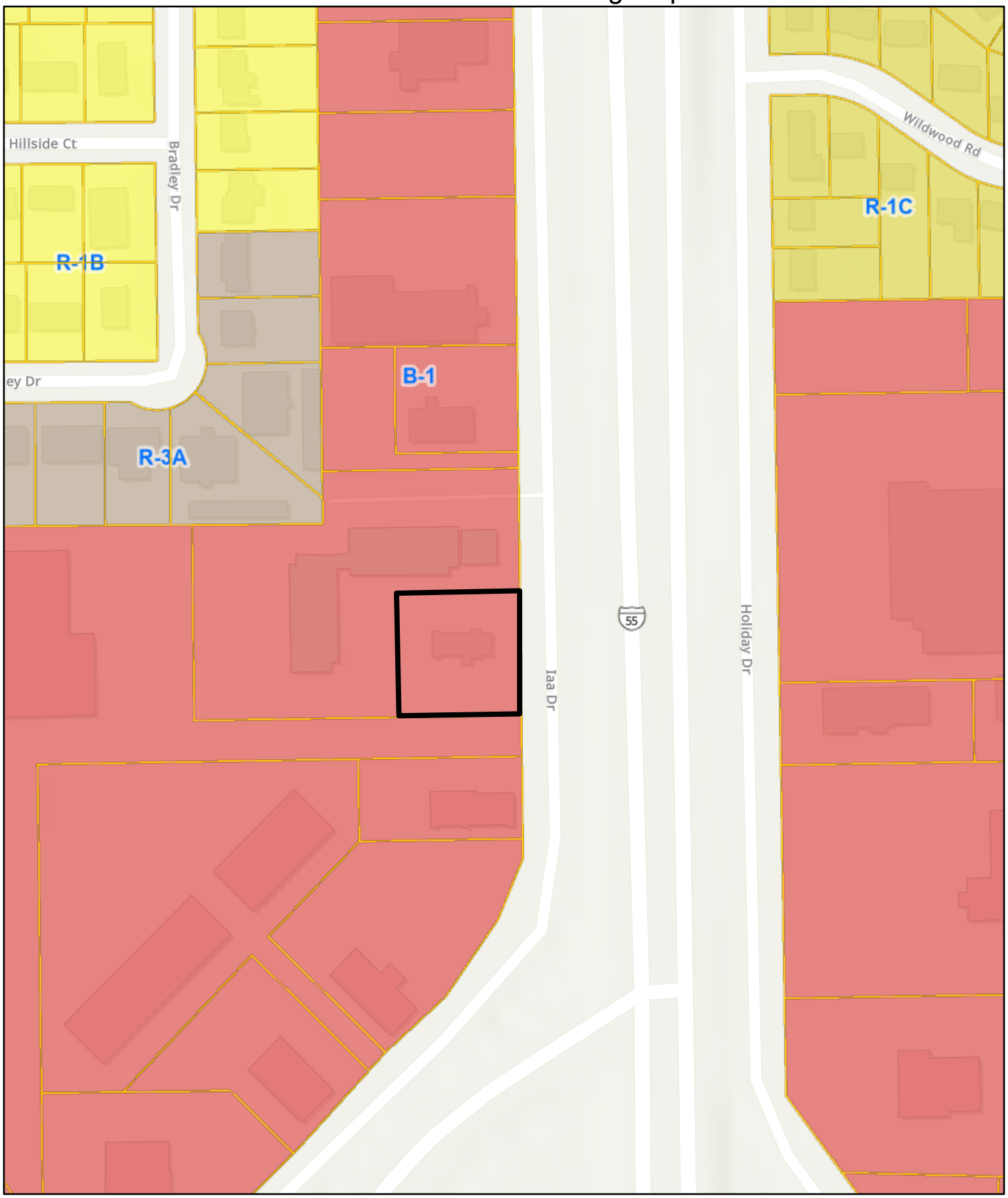
0 0.04 0.08
mi
1 inch = 200 feet

McGIS

3/31/2022

Case PR-05-22 - Zoning Map



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0 0.04 0.08
mi
1 inch = 200 feet

McGIS

F. PR-05-22 Public hearing, review and action on a request submitted by Nathan Elliott of EA Architecture & Design, on behalf of Nicolas Canchola, for a Legislative Site Plan Review, with potential Variances for property located at 604 IAA Drive (PIN: 14-35-377-022). (Ward 5).

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

Mr. Boyd inquired about sidewalks on the property. Mr. Wetterow highlighted existing and proposed sidewalks.

Mr. Boyd inquired about the nearest bus stop location and whether any bicycle parking is provided.

Mr. Wetterow stated the nearest bus stop is further south along IAA Drive, as it curves near the intersection of Empire Street and Veterans Parkway. He stated no bicycle parking has been provided. He stated the location is not easily accessed by bicycle.

Nathan Elliot – 802 N Clinton St. Suite 1. Mr. Elliot, EA Architecture, represented the petitioner, Fiesta Ranchera restaurant. He stated the lease will expire at an existing restaurant location at the end of the year. He stated the owner's interest to relocate at that time. The exiting building at 604 IAA will be demolished, and this new building constructed. He stated he would be willing to discuss bicycle parking with the owner.

No further testimony was provided by the public.

No discussion by the Commission.

A motion to establish findings of fact that the subject property meets the legislative site plan criteria in Chapter 44.17-9 of the City Code was made by Mr. Muehleck and seconded by Mr. Danenberger. Roll call vote: Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes, Vice Chair Boyd – Yes (6-0) Motion passed.

A motion to recommend that City Council approve a Site Plan for a restaurant in the B-1 (General Commercial) District for the property located property located at 604 IAA Drive (PIN: 14-35-377-022) with the following variances: variance from §44-1307C(1)(b) (Parking lot interior landscaping – Dimensions) and variance from §44-1307C(1)(c) (Parking lot interior landscaping – Design), and condition that additional trees (2) be planted in exterior parking lot landscaping area was made by Mr. Galpalli and seconded by Ms. Patino. . Roll call vote: Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes, Vice Chair Boyd – Yes (6-0) Motion passed.

CONSENT AGENDA ITEM NO. 7.V

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3d. Expanded retail businesses
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: The Petitioner, Bruce Collins, on behalf of ICW LLC and stayAPT, is requesting approval of a Site Plan and Special Use for a Hotel in the B-1 (General Commercial) District, for the property located at 1032 Wylie Drive.

Summary of Request

1. Site plan approval and Special Use approval for construction of a Hotel. Because the property is located in the B-1 (General Commercial) zoning district, site review is subject to a legislative review process. A special use permit is required for a hotel in the B-1 District.
2. The proposed site is approximately 2.3 acres and would contain a 76-room hotel and an associated parking area.

On Wednesday, April 6, 2022, the Planning Commission held a public hearing, found the request met the standards for approval of a site plan and special use, and voted 6-0-0 to recommend approval of the Legislative Site Plan and Special Use to the City Council, with no conditions.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, March 21, 2022 and courtesy notices were mailed to 20 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional tax revenues including Property Tax, Home Rules & State Sales Tax, and Hotel/Motel Tax..

COMMUNITY DEVELOPMENT IMPACT: The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan aligns with the following goals of the Comprehensive Plan: Goal N-1. Enhance the livability of all Bloomington neighborhoods, ED - 4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Jon Branham, City Planner

Reviewed by:

Chris Tomerlin, Budget Manager 4/18/2022

George Boyle, Assistant Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- E&CD 6B Ordinance PR-04-22
- E&CD 6C Ordinance Exhibit B PR-04-22
- E&CD 6D Staff Report PR-04-22
- E&CD 6E Aerial Map PR-04-22
- E&CD 6F Zoning Map PR-04-22
- E&CD 6G PC DRAFT Minutes 04.6.22 PR-04-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SITE PLAN AND SPECIAL USE FOR A HOTEL IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR PROPERTY GENERALLY LOCATED AT 1032 WYLIE DRIVE

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

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

WHEREAS, after proper notice was given, the Bloomington Planning Commission conducted a public hearing on said petition and plan, and at said public hearing, the Planning Commission made findings of fact that such Site Plan complies with the standards for granting approval of a site plan found in Chapter 44 Division 17-9 of the Bloomington City Code; and the standards for granting approval of a special use found in Chapter 44 Division 17-7; and

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

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

1. The above recitals are hereby incorporated into this Ordinance.

2. The City Council adopts the findings of fact for the Site Plan Review and Special Use as recommended by the Planning Commission.

3. The City Council hereby approves the Site Plan and Special Use for a hotel for the property at 1032 Wylie Drive, legally described in Exhibit "A" and depicted in Exhibit(s) "B".

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

5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description
1032 Wylie Drive

LOTS 5-B EXCEPT THE SOUTH 50 FEET THEREOF AND ALL OF 6-B AND 7-B IN INTERSTATE CITY WEST SUBDIVISION FIRST ADDITION, TO THE CITY OF BLOOMINGTON ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 95-14665, BEING PART OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.

PROJECT INFORMATION

PROJECT	STAYAPT SUITES - BLOOMINGTON, IL
PROJECT ADDRESS/LOCATION	10332 WYLIE DRIVE BLOOMINGTON, IL 61705
PARCEL TAX NUMBERS	14-31-351-008, 14-31-351-009, 14-31-351-015
LOT ACREAGE	2.31 ACRES
LIMIT OF DISTURBANCE (LOD)	XX.XX ACRES
PARCEL ZONING	B-1
EXISTING BUILDING CONDITIONS	VACANT LAND

THIS SITE SITS IN AN AREA OF MINIMAL FLOOD HAZARD - ZONE X
AS SEEN IN FEMA FLOOD MAP FEMA FIRM Map Number, DATED XX/XX/XX.

SITE DEVELOPMENT PLANS FOR

STAYAPT SUITES - BLOOMINGTON, IL

PROPERTY ID. 14-31-351-008, 14-31-351-009, 14-31-351-015
10332 WYLIE DRIVE
BLOOMINGTON, IL 61705

AGENCY CONTACTS

CITY ENGINEERING/PUBLIC WORKS, CITY OF BLOOMINGTON

CONTACT	CRAIG SHONKWILER
PHONE	(309) 434-2225
EMAIL	CSHONKWILER@CITYBLM.ORG

CITY ECONOMY & COMMUNITY DEVELOPMENT - CITY OF BLOOMINGTON

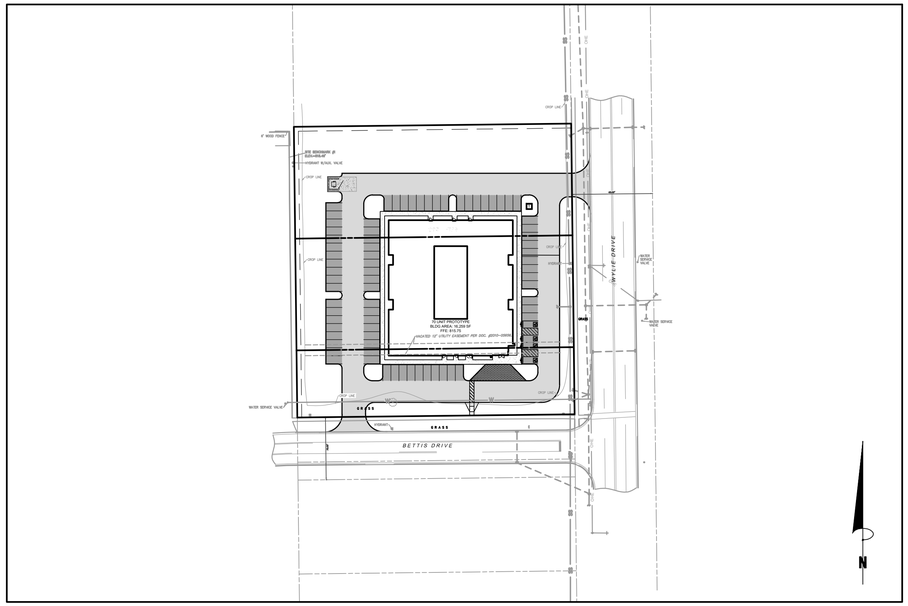
CONTACT	GLEN WETTEROW
EMAIL	GWETTEROW@CITYBLM.ORG

UTILITY SYSTEMS

WATER SYSTEM PROVIDER	BLOOMINGTON TOWNSHIP WATER DISTRICT
SEWER SYSTEM PROVIDER	BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT
ELECTRICAL PROVIDER	
GAS PROVIDER	NICOR GAS

PARKING SCHEDULE

REQUIRED	ONE SPACE PER ROOM = 70 REQUIRED
PROPOSED	71 TYPICAL SPACES 4 ADA SPACES 75 TOTAL SPACES
STALL DIMENSIONS	9' X 18' ADA - 8' X 18"



VICINITY MAP
1"=80'

OWNER / DEVELOPER

stayAPT Suites
LG AS FRANCHISOR LLC
10801 MONROE RD., SUITE C
MATTHEWS, NC 28015
(781) 439-8843
CONTACT: BRUCE COLLINS

LANDSCAPE ARCHITECT

EVERGREEN DESIGN GROUP
4509 CREEDMOOR RD, SUITE 201
RALEIGH, NC 27612
800-680-6630
CONTACT:RODNEY MCNABB

CIVIL ENGINEER

BOWMAN CONSULTING GROUP
4350 MAIN STREET, SUITE 219
CHARLOTTE, NC 28075
704-412-7474
CONTACT:PETER DOSTER, PE

SURVEYOR

WT GROUP
2675 PRATUM AVE
HOFFMAN ESTATES, IL 60192
224-293-6333

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JULIE
ILLINOIS ONE-CALL SYSTEM

Bowman

Bowman

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Suite 219
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Phone: (704)412-7424
bowmanconsulting.com
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COVER
STAYAPT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705 BLOOMINGTON, IL

150032-01-028

LICENSED PROFESSIONAL ENGINEER
PETER DOSTER
062-069387
OF ILLINOIS
03/11/22

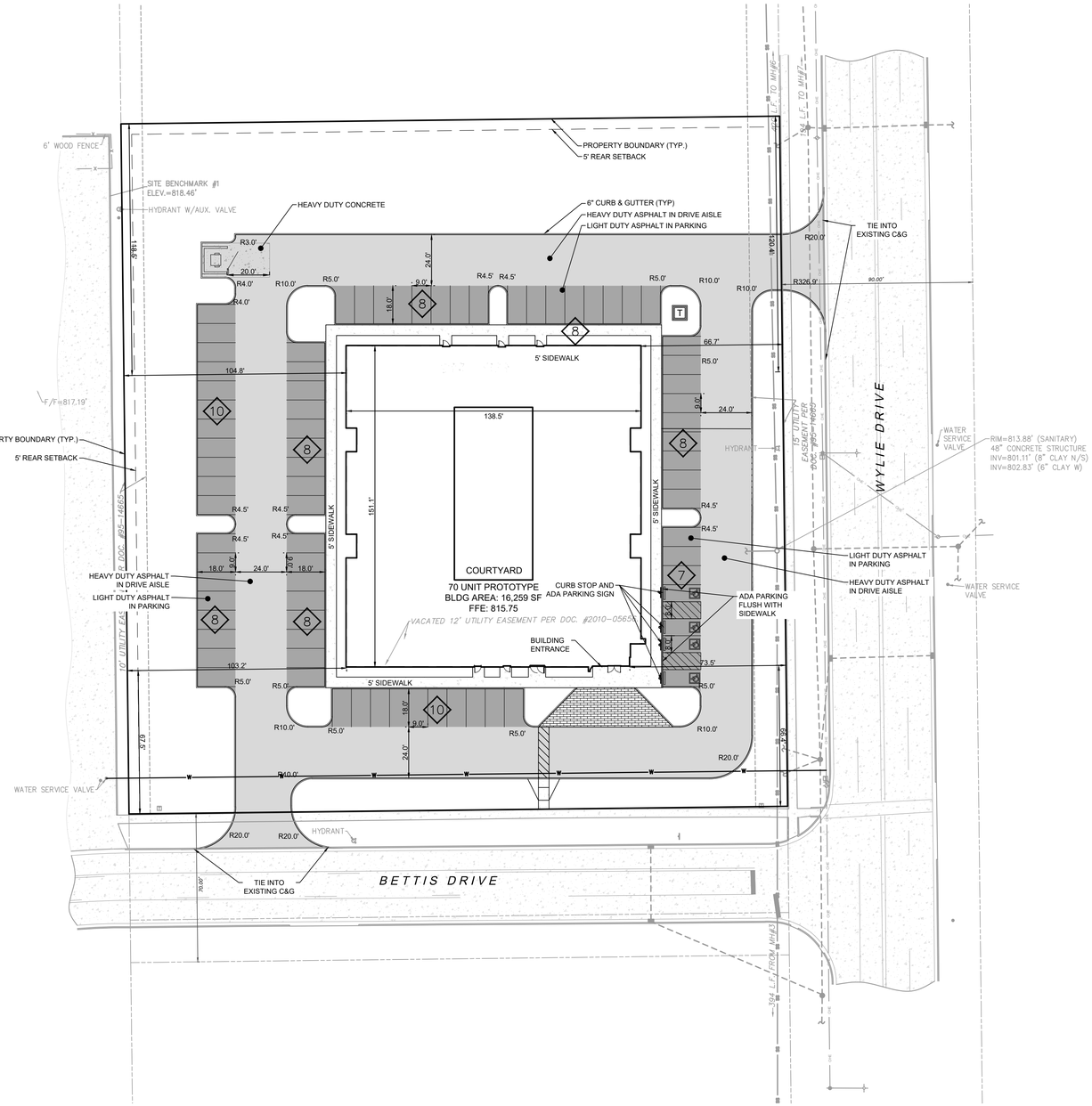
PLAN STATUS

02/11/22	PERMITTING SUBMITTAL

DATE	DESCRIPTION	
CK DESIGN	CK DRAWN	CK/BS/PD CHKD
SCALE	H: V:	

JOB No.150032-01-028
DATE : MAR 11, 2022
FILE No.
SHEET C0.0

Cad file name: V:\150032 - Affordable Suites\150032-01-028 (ENG) - stayAPT Suites 2.31 acres Bloomington IL\Engineering\Engineering Plans\Sheet Set\150032-01-028 - C0 COVER.dwg



CONTRACTOR MUST REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF ALL OUTSIDE DOORS AND BUILDING UTILITIES/

GENERAL SITE NOTES

1. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB, PROPERTY LINE OR CENTERLINE OF STRIPING UNLESS OTHERWISE NOTED.
2. ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN. REFER TO THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY WT GROUP, DATED 01/18/22, FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
3. A PRE-CONSTRUCTION MEETING WITH CITY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
4. THE CITY OF BLOOMINGTON SHALL BE GIVEN AT LEAST 48 HOURS NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
5. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE IDOT DESIGN STANDARDS AND THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL MECHANICAL EQUIPMENT TO BE ROOF MOUNTED AND SCREENED FROM HE STREET.
7. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
8. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS, WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
9. BUILDING SETBACK DIMENSIONS MEASURED TO OUTERMOST ARCHITECTURAL FEATURE. CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS.
10. ALL CURB RADII ARE 5' UNLESS SHOWN OTHERWISE.
11. PRIOR TO INSTALLATION, CONTRACTOR MUST VERIFY LOCATIONS OF LIGHT POLES, LANDSCAPING AND UTILITIES.
12. REFER TO GEOTECHNICAL ENGINEERING REPORT BY ATLAS DATED 01/27/2022 FOR PAVEMENT RECOMMENDATIONS.

BUILDING DATA

MINIMUM BUILDING SETBACK REQUIREMENTS

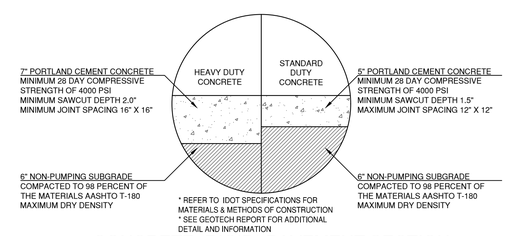
BOUNDARY	DIRECTION	SETBACK
FRONT	SOUTH	0'
BACK	NORTH	5'
SIDE	WEST	5'
FRONT	EAST	0'

PARKING DATA

REQUIRED SPACES:	1 PER BED	
	70	
SPACES PROVIDED:	71	REGULAR
	4	ADA
	75	TOTAL
TYPICAL DIMENSIONS:	8.5'	WIDTH
	18'	DEPTH

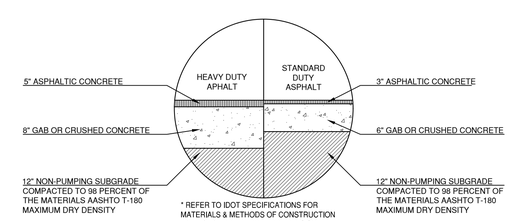
SITE DATA & AREA CALCULATIONS

CURRENT LAND USE CLASSIFICATION:		VACANT LOT
FUTURE LAND USE CLASSIFICATION:		COMMERCIAL
CURRENT ZONING CLASSIFICATION:		G
CURRENT LOCAL JURISDICTION:		CITY OF BLOOMINGTON
FLOOD ZONE CLASSIFICATION;		ZONE 'AH'
FEMA PANEL:		FEMA FIRM MAP NUMBER
DATE:		03/11/2019
SITE AREA	TOTAL:	(2.31 AC)
IMPERVIOUS AREA	TOTAL:	(1.70 AC)
PERVIOUS AREA	OPEN SPACE:	(1.07 AC)
FLOOR AREA RATIO	BLDG/SITE:	17.05%



CONCRETE (RIGID) PAVEMENT SECTION

SCALE: NONE



ASPHALT (FLEXIBLE) PAVEMENT SECTION

SCALE: NONE

PROPOSED LEGEND

PROPOSED BUILDING
CONCRETE SIDEWALK
PROPERTY LINE
STD. 6" CONCRETE CURB
PARKING SPACE COUNT
HEAVY DUTY ASPHALT
LIGHT DUTY ASPHALT
HEAVY DUTY CONCRETE
FIRE HYDRANT

EXISTING LEGEND

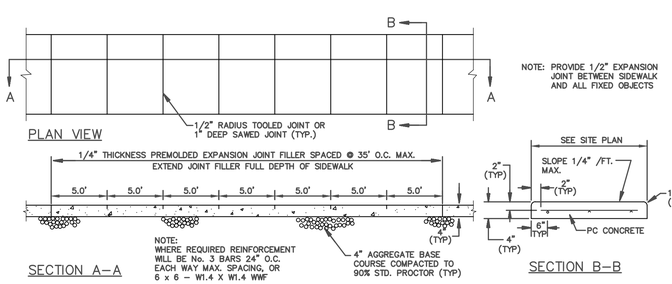
SANITARY SEWER
WATER LINE
OVERHEAD POWER
BURIED TELECOM
IRON FENCE
CONCRETE
WATER VALVE
FIRE HYDRANT
POWER POLE
SIGN
GUY WIRE
STORM MANHOLE
SANITARY SEWER MANHOLE

GRAPHIC SCALE

30 0 60 30 60 120

(IN FEET)
1 inch = 30 ft.

N



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SITE PLAN
STAYAPT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

BLOOMINGTON, IL

150032-01-028

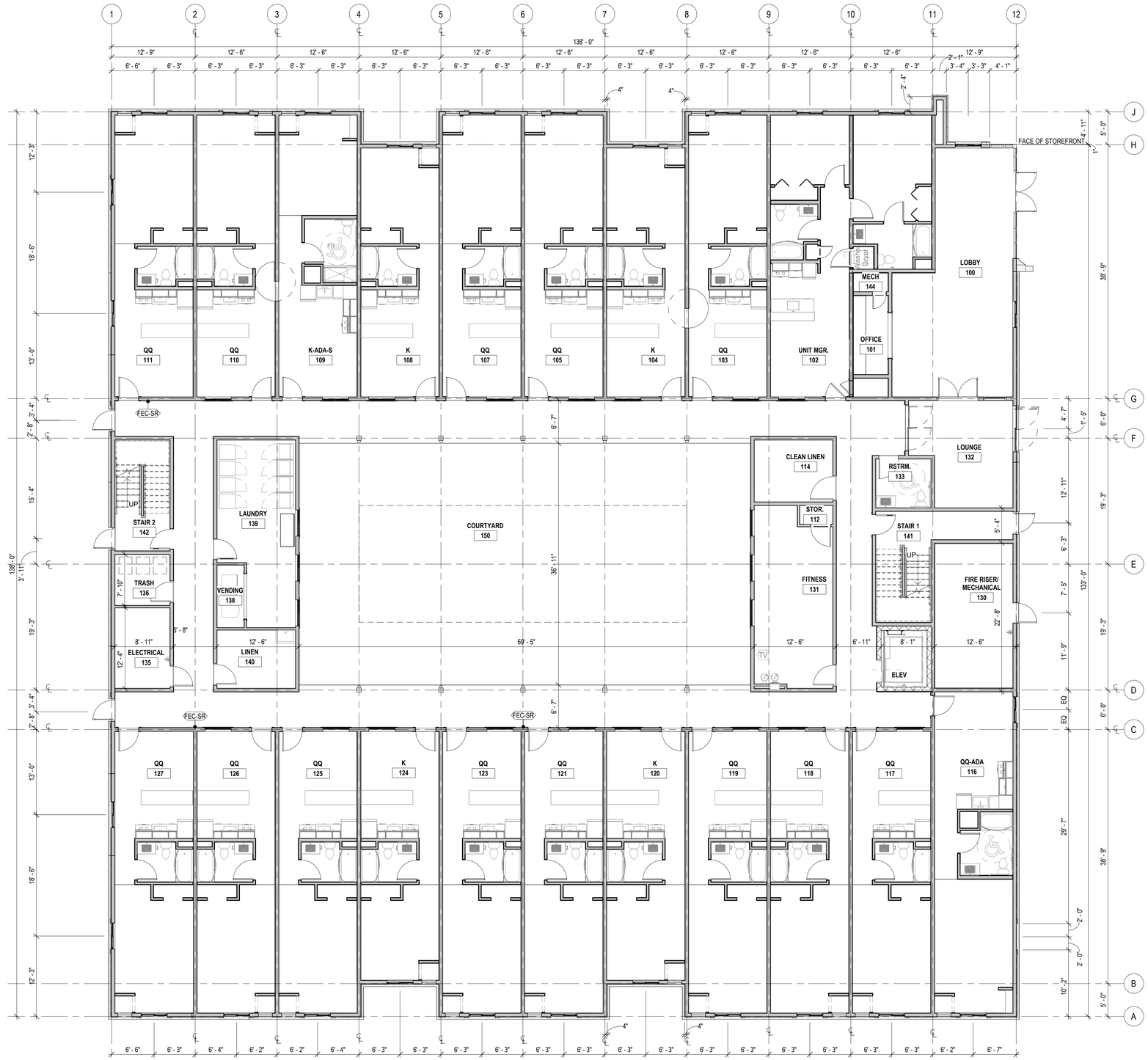
LICENSED PROFESSIONAL ENGINEER
PETER DOSTER
062-069387
OF ILLINOIS
10/11/22

PLAN STATUS

02/11/22	PERMITTING SUBMITTAL

DATE	DESCRIPTION	
CK DESIGN	CK DRAWN	CK/BS/PD CHKD
SCALE	H: 1" = XXX' V: 1" = XXX'	
JOB No. 150032-01-028		
DATE : MAR 11, 2022		
FILE No.		
SHEET	C3.0	

Cad file name: V:\150032 - Affordable Suites\150032-01-028 (ENG) - stayAPT Suites 2.31 acres Bloomington IL\Engineering\Engineering Plans\Sheet Set\150032-01-028 - C3.0 SITE.dwg



1 FIRST FLOOR PLAN
1/8" = 1'-0"

BUILDING CONSTRUCTION TYPE
TYPE V-A

OCCUPANT LOAD TABLE		
FLOOR	OCCUPANT TYPE (Table 1004.1.2)	AREA
FLOOR 1	A-3 (FITNESS)	375 SF
	B (BUSINESS)	1,600 SF
	R-1 (RESIDENTIAL)	12,425 SF
FLOOR 2	R-1 (RESIDENTIAL)	14,400 SF
FLOOR 3	R-1 (RESIDENTIAL)	14,400 SF
TOTAL		43,200 SF

WOOLPERT
1203 Walnut Street
2nd Floor
Cincinnati, OH 45202
513.272.8300

STAY APT SUITES
3-STORY, 70 UNIT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

ISSUANCES:

REV	DESCRIPTION	DATE

Proj. No.: 082142
Date: 02.18.22

Sheet Name:
FIRST FLOOR PLAN

PLAN NORTH

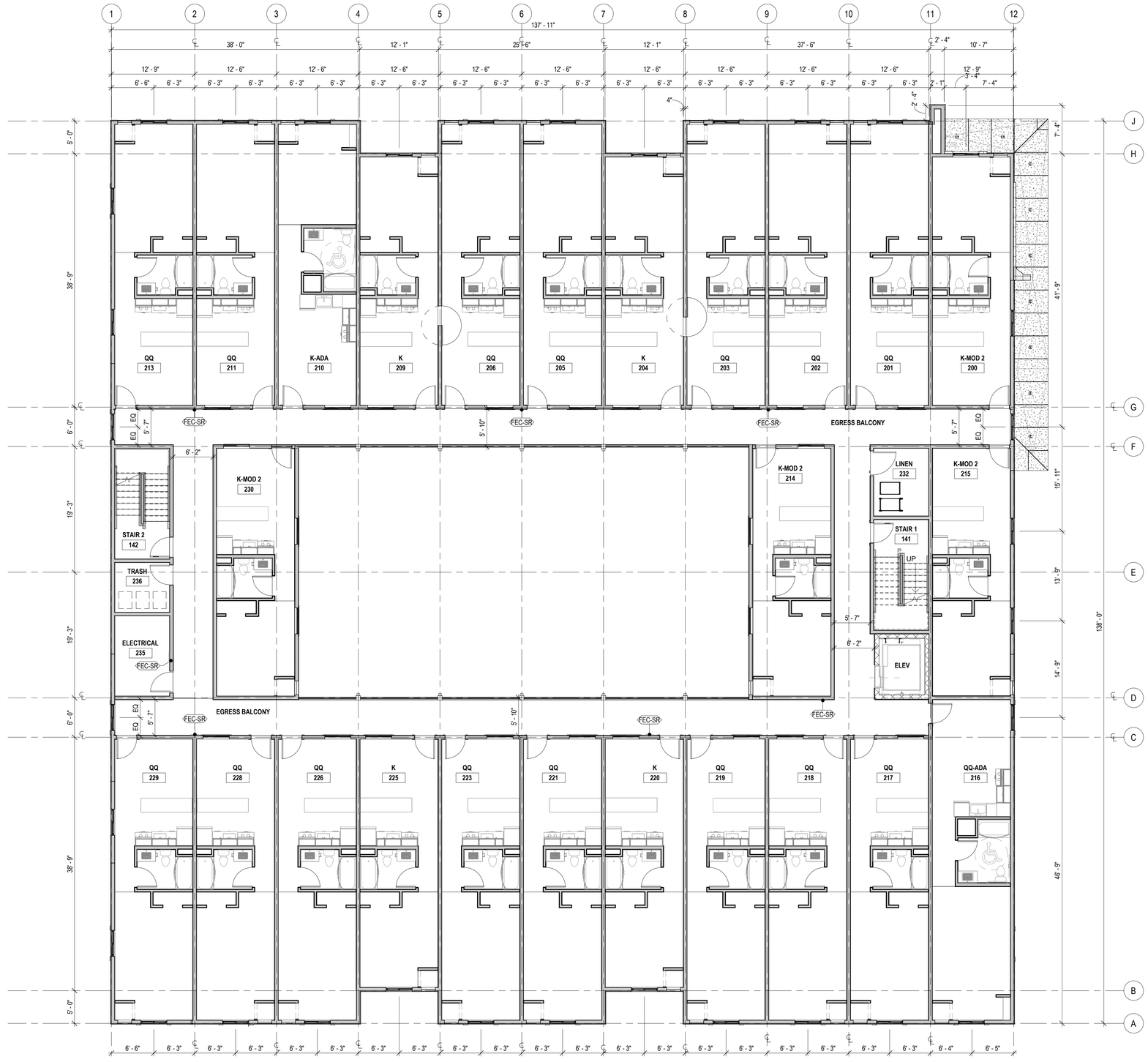
GRAPHIC SCALE
1/8"=1'-0" 0 4' 8' 16' 24'

A-101

2/18/2022 5:59:26 PM

BUILDING CONSTRUCTION TYPE
TYPE V-A

OCCUPANT LOAD TABLE		
FLOOR	OCCUPANT TYPE (Table 1004.1.2)	AREA
FLOOR 1	A-3 (FITNESS)	375 SF
	B (BUSINESS)	1,600 SF
	R-1 (RESIDENTIAL)	12,425 SF
FLOOR 2	R-1 (RESIDENTIAL)	14,400 SF
FLOOR 3	R-1 (RESIDENTIAL)	14,400 SF
TOTAL		43,200 SF



1 SECOND FLOOR PLAN
1/8" = 1'-0"

PLAN NORTH

GRAPHIC SCALE
1/8"=1'-0" 0 4' 8' 16' 24'

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STAY APT SUITES
3-STORY, 70 UNIT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

ISSUANCES:

REV	DESCRIPTION	DATE

Proj. No.: 082142
Date: 02.18.22

Sheet Name:
SECOND FLOOR PLAN

A-102

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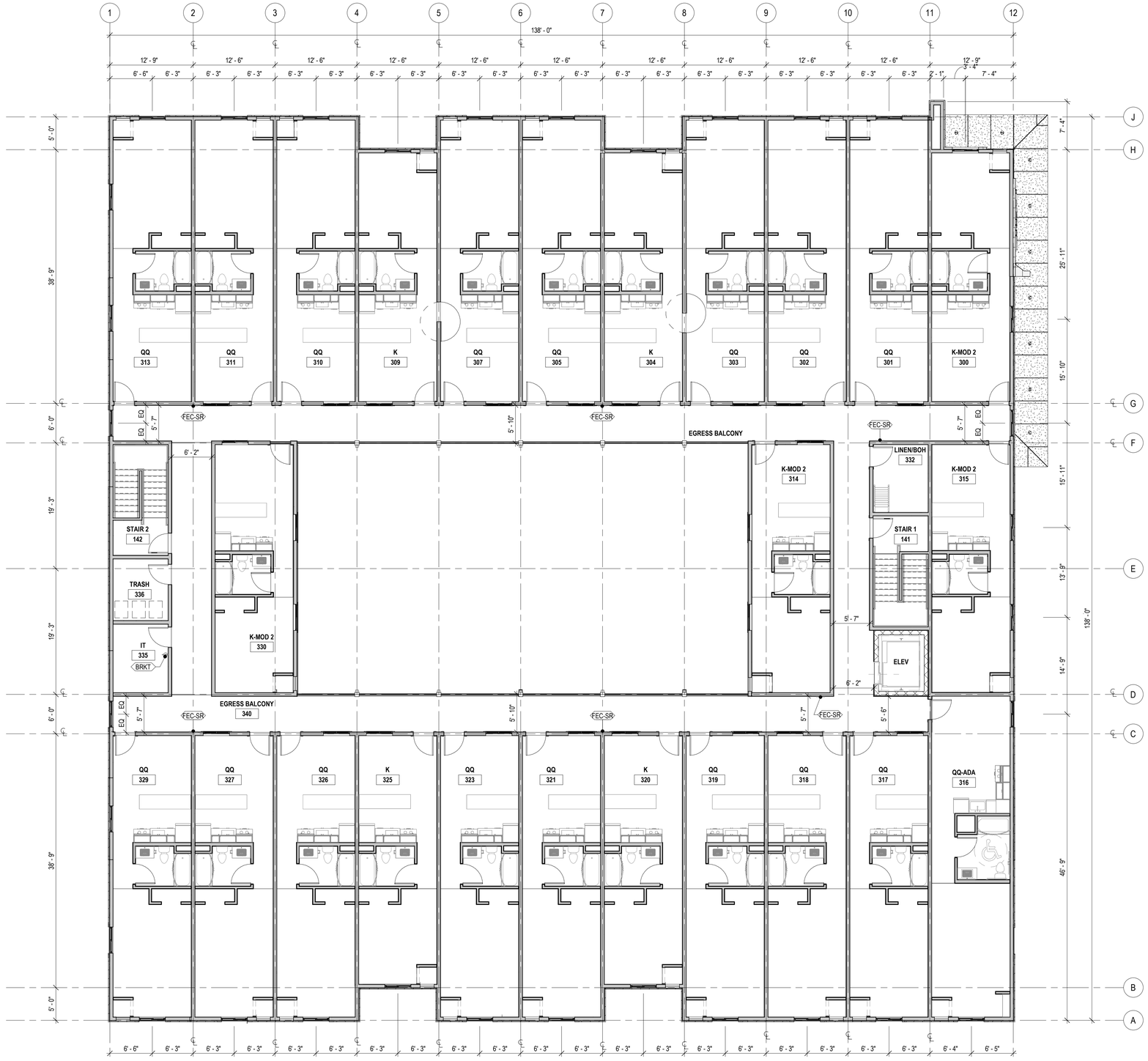

1 THIRD FLOOR PLAN
1/8" = 1'-0"

BUILDING CONSTRUCTION TYPE
TYPE V-A

OCCUPANT LOAD TABLE		
FLOOR	OCCUPANT TYPE (Table 1004.1.2)	AREA
FLOOR 1	A-3 (FITNESS)	375 SF
	B (BUSINESS)	1,600 SF
	R-1 (RESIDENTIAL)	12,425 SF
FLOOR 2	R-1 (RESIDENTIAL)	14,400 SF
FLOOR 3	R-1 (RESIDENTIAL)	14,400 SF
TOTAL		43,200 SF

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Cincinnati, OH 45202
513.272.8300

STAY APT SUITES
3-STORY, 70 UNIT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

ISSUANCES:

REV	DESCRIPTION	DATE

Proj. No.: 082142
Date: 02.18.22

Sheet Name:
THIRD FLOOR PLAN

PLAN NORTH

GRAPHIC SCALE
1/8"=1'-0" 0 4' 8' 16' 24'

A-103

2/18/2022 5:59:41 PM

WOOLPERT
1203 Walnut Street
2nd Floor
Cincinnati, OH 45202
513.272.8300

KEYNOTES

EIFS 01	EIFS: BENJAMIN MOORE 1422 "VIOLET SPARKLE"
EIFS 02	EIFS: BENJAMIN MOORE 2118-40 "SEA LIFE"
EIFS 03	EIFS: BENJAMIN MOORE 2118-50 "EXCALIBUR GRAY"
EIFS 04	EIFS: BENJAMIN MOORE 2063-20 "DOWNPOUR BLUE"

1 LEFT EXTERIOR ELEVATION
1/8" = 1'-0"

2 FRONT EXTERIOR ELEVATION
1/8" = 1'-0"

STAY APT SUITES
3-STORY, 70 UNIT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

ISSUANCES:

REV	DESCRIPTION	DATE

Proj. No.: 082142
Date: 02.18.22

Sheet Name:
EXTERIOR BUILDING ELEVATIONS

A-201

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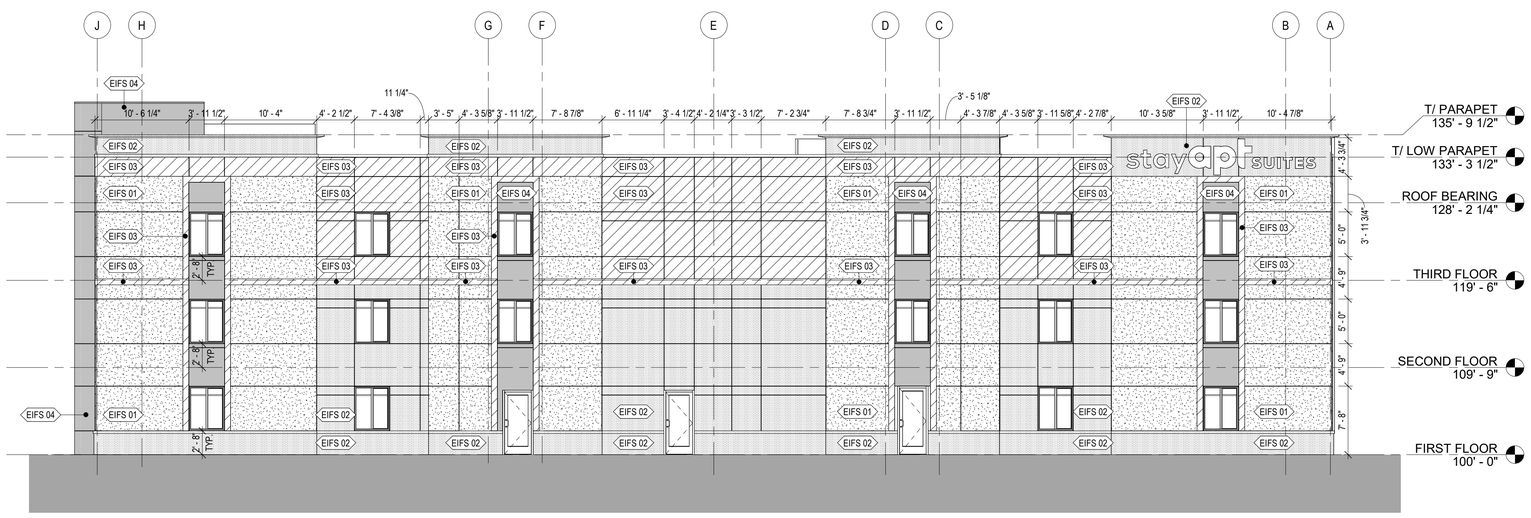
1 RIGHT EXTERIOR ELEVATION

1/8" = 1'-0"



2 BACK EXTERIOR ELEVATION

1/8" = 1'-0"

KEYNOTES

EIFS 01	EIFS: BENJAMIN MOORE 1422 "VIOLET SPARKLE"
EIFS 02	EIFS: BENJAMIN MOORE 2118-40 "SEA LIFE"
EIFS 03	EIFS: BENJAMIN MOORE 2118-50 "EXCALIBUR GRAY"
EIFS 04	EIFS: BENJAMIN MOORE 2063-20 "DOWNPOUR BLUE"

WOOLPERT

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2nd Floor
Cincinnati, OH 45202
513.272.8300

STAY APT SUITES

3-STORY, 70 UNIT SUITES

1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

ISSUANCES:

REV	DESCRIPTION	DATE

Proj. No.: 082142
Date: 02.18.22

Sheet Name:
EXTERIOR BUILDING ELEVATIONS

A-202

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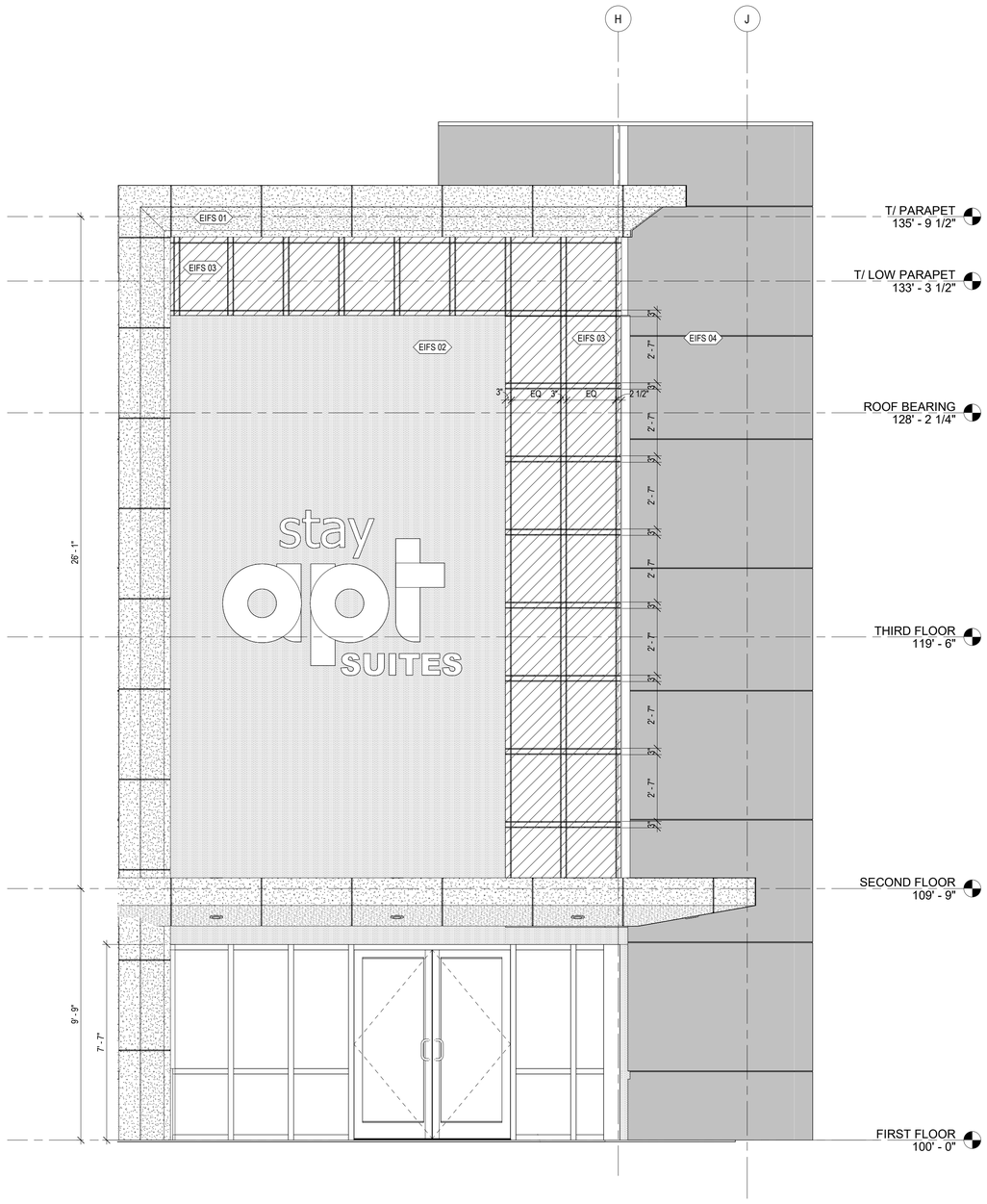
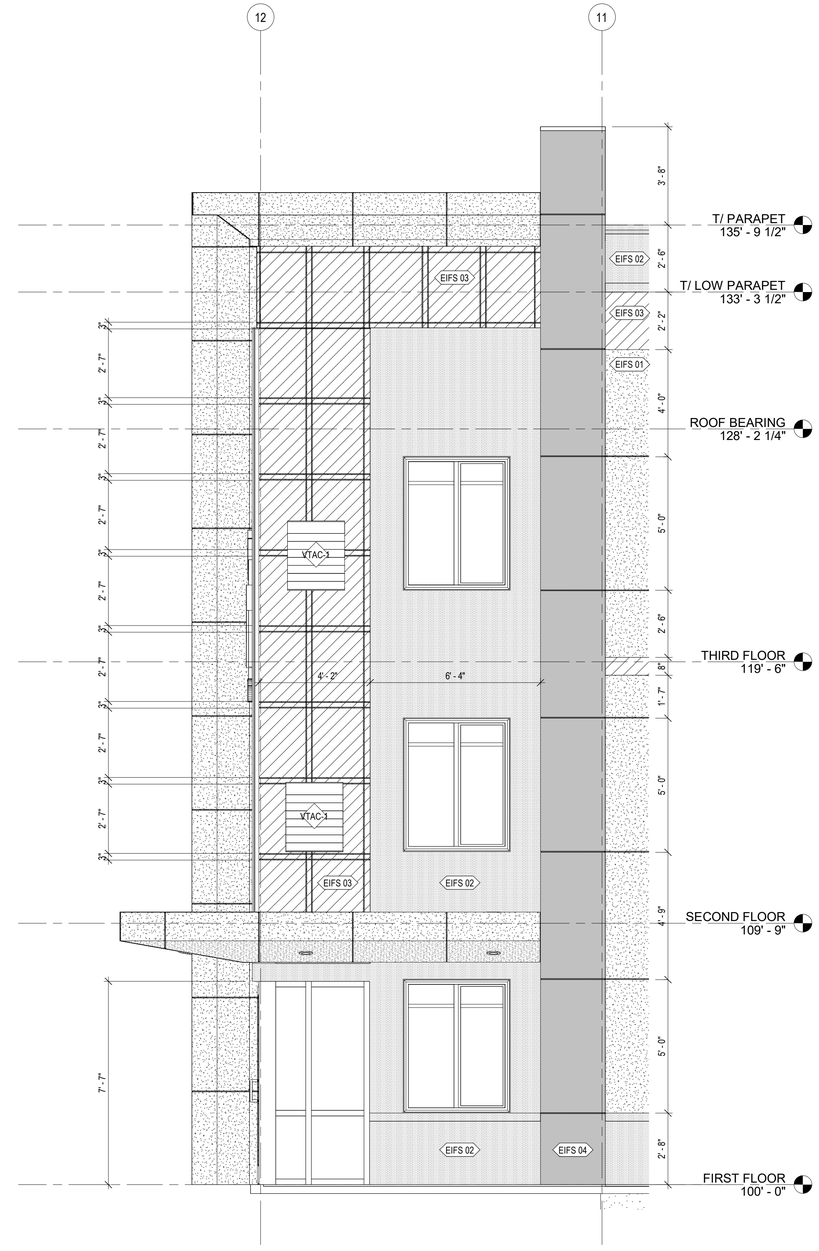
WOOLPERT
1203 Walnut Street
2nd Floor
Cincinnati, OH 45202
513.272.8300

KEYNOTES

EIFS 01	EIFS: BENJAMIN MOORE 1422 "VIOLET SPARKLE"
EIFS 02	EIFS: BENJAMIN MOORE 2118-40 "SEA LIFE"
EIFS 03	EIFS: BENJAMIN MOORE 2118-50 "EXCALIBUR GRAY"
EIFS 04	EIFS: BENJAMIN MOORE 2063-20 "DOWNPOUR BLUE"



1 FRONT EXT ELEV - ENTRYWAY
3/8" = 1'-0"



2 RIGHT EXT ELEV - ENTRYWAY
3/8" = 1'-0"

STAY APT SUITES
3-STORY, 70 UNIT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

ISSUANCES:

REV	DESCRIPTION	DATE

Proj. No.: 082142
Date: 02.18.22

Sheet Name:
ENLARGED
EXTERIOR BUILDING
ELEVATIONS

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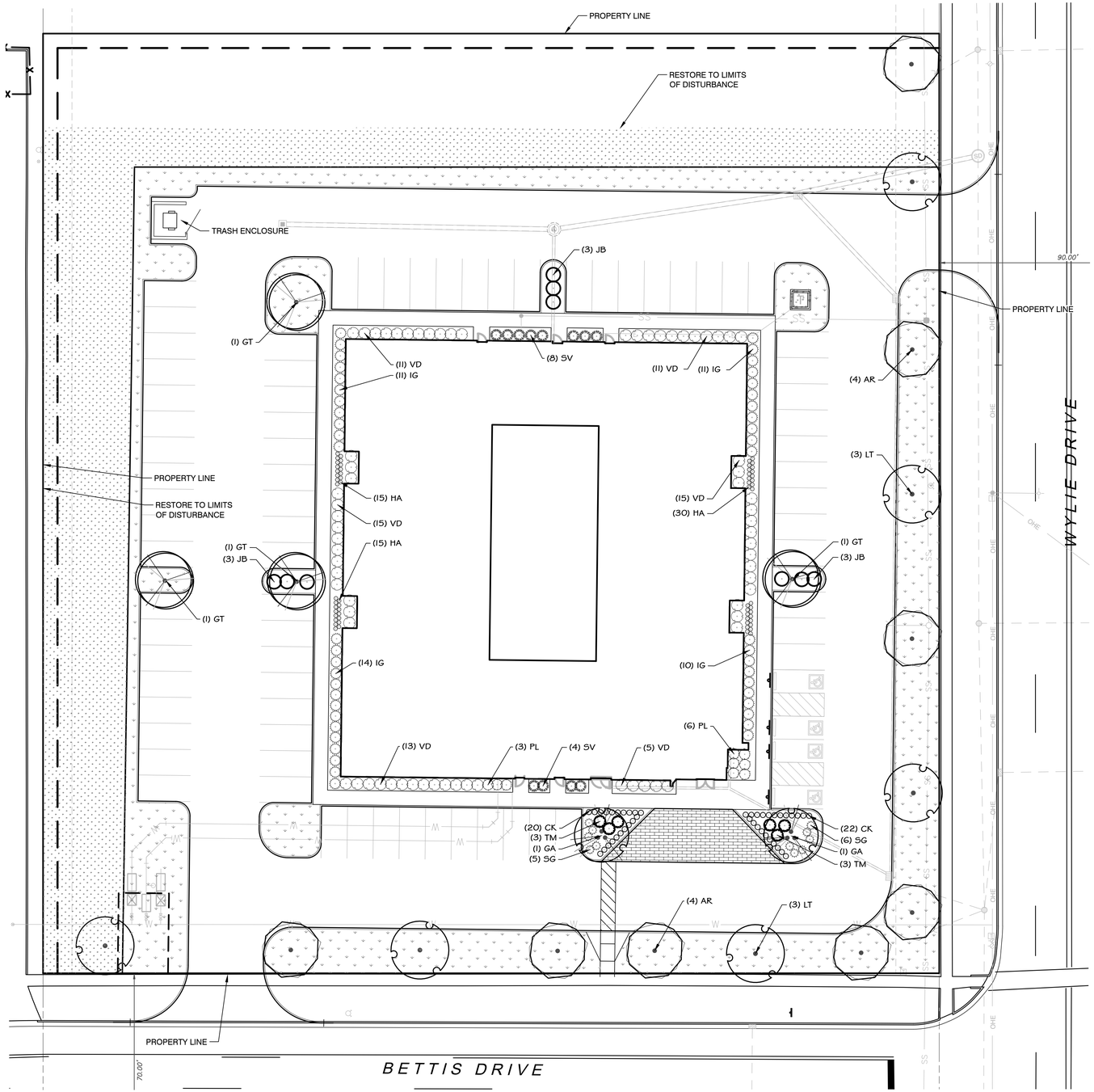

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
	AR	8	Acer rubrum `Red Sunset` Red Sunset Maple	3" Cal.	Cont. or B&B	12` min.
	GA	2	Ginkgo biloba `Autumn Gold` TM Autumn Gold Maidenhair Tree	3" Cal.	B&B	12`-14`
	GT	4	Gleditsia triacanthos inermis `Skycole` TM Skyline Thornless Honey Locust	3" Cal.	B&B	12` min.
	LT	6	Liriodendron tulipifera Tulip Poplar	3" Cal.	B&B	12` min.

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
	CK	42	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	1 gal.	24" OC	12" HT MIN.
	HA	60	Hakonechloa macra `All Gold` All Gold Japanese Forest Grass	1 gal.	Per Plan	18"
	IG	46	Ilex glabra `Shamrock` Inkberry	5 gal.	Per Plan	30" Min
	JB	9	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	5 gal.	Per Plan	18" Min.
	PL	9	Physocarpus opulifolius `Little Devil` TM Dwarf Ninebark	5 gal.	Per Plan	30" Min
	SV	12	Spiraea alba latifolia Broad-Leaved Meadow-Sweet	5 gal.	Per Plan	30" Min
	SG	11	Spiraea japonica `Goldmound` Goldmound Japanese Spirea	3 gal.	36" OC	18" Min.
	TM	6	Taxus x media `Densiformis` Dense Yew	2 gal.	36" OC	24" Min.
	VD	70	Viburnum dentatum `Arrowwood` Arrowwood Viburnum	5 gal.	Per Plan	30" Min

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SPACING	SIZE
	PP	12,476 sf	Poa pratensis Kentucky Bluegrass	Hydromulch		
	TURF	12,475 sf	Poa pratensis Kentucky Bluegrass	sod		

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT AND TOWSHIP LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

LANDSCAPE CALCULATIONS

STREET TREES	
FRONTAGE LENGTH - WYLIE DR:	325 LF
STREET TREES REQUIRED:	7 TREES (MINIMUM 1 PER 50 LF OF FRONTAGE)
STREET TREES PROVIDED:	7 TREES
FRONTAGE LENGTH - BETTIS DRIVE:	310 LF
STREET TREES REQUIRED:	7 TREES (MINIMUM 1 PER 50 LF OF FRONTAGE)
STREET TREES PROVIDED:	7 TREES
PARKING LOT	
SURFACE AREA	34,563 SF
LANDSCAPE AREA REQUIRED:	1,728 SF (5%)
LANDSCAPE AREA PROVIDED:	2,389 SF (6.9%)
PARKING SPACES:	75 SPACES
TREES REQUIRED:	5 TREES (1 PER 15 SPACES)
TREES PROVIDED:	6 TREES

Call Before You Dig
JULIE ILLINOIS ONE-CALL SYSTEM

Cad file name:

0' 10' 20' 40'
Scale 1" = 20'

EVERGREEN DESIGN GROUP
(800) 680-6630
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LANDSCAPE PLANTING
STAYAPT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705
BLOOMINGTON, IL

150032-01-028

LICENSED LANDSCAPE ARCHITECT
ERIC M. SHEPLEY
157-001581
STATE OF ILLINOIS
03/01/2022

PLAN STATUS	
02/11/22	PERMITTING SUBMITTAL

DATE	DESCRIPTION	
EMS DESIGN	EMS DRAWN	EMS/RM CHKD
SCALE	H: V:	
JOB No. 150032-01-028		
DATE : MAR 11, 2022		
FILE No.		
SHEET	LP-1	

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
   1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
   2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
   3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.
B. SCOPE OF WORK
   1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
   2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
   3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

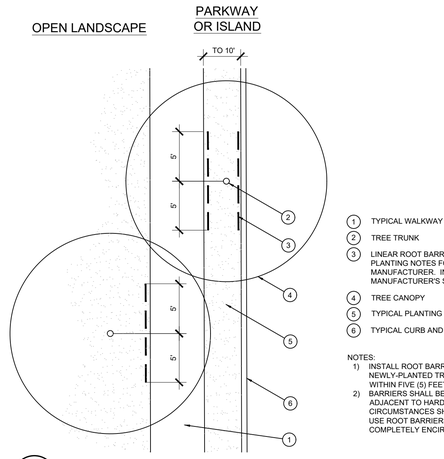
A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
   1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
   2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
   3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
   4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTIBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
   5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
   6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
   7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
   8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
E. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
F. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
G. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
H. TREE STAKING AND GUYING
   1. STAKES: 6' LONG GREEN METAL T-POSTS.
   2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
   3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
I. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
J. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
   1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
   2. SOIL TESTING:
      a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
      b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
      c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
      d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
   3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
   4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
      a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
      iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
      iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      iv. IRON SULPHATE - 2 LBS, PER CU. YD.
   5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
      a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
      b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
      c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
      d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
      f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
   6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.
B. SUBMITTALS
   1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
   2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE. PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
   3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
   4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
C. GENERAL PLANTING
   1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
   2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
   3. TRENCHING NEAR EXISTING TREES:
      a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
      b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
      c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
      d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
D. TREE PLANTING
   1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
   2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
   3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
   4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
   5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION TO THE ON-SITE SOIL.
   6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKES BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

a.	1"-2" TREES	TWO STAKES PER TREE
b.	2-1/2"-4" TREES	THREE STAKES PER TREE
c.	TREES OVER 4" CALIPER	GUY AS NEEDED
d.	MULTI-TRUNK TREES	THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE

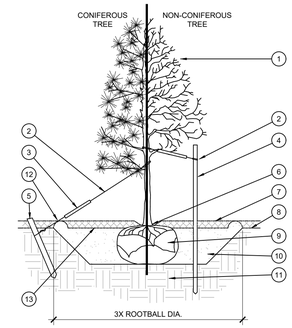
   7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
   1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
   2. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS COVERING THE ENTIRE PLANTING AREA.
F. SODDING
   1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
   2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
   3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
   4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
   5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
G. MULCH
   1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
   2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
H. CLEAN UP
   1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
   2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
I. INSPECTION AND ACCEPTANCE
   1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
   2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
   3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
J. LANDSCAPE MAINTENANCE
   1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
   2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
   3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
      a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
      b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
      c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
K. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
   1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
   2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.
L. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

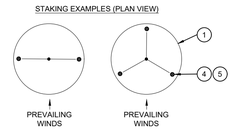


1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

D ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE

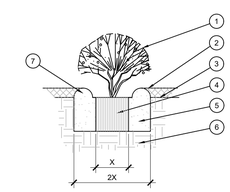




1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

A TREE PLANTING
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.

B SHRUB AND PERENNIAL PLANTING
SCALE: NTS

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Cad file name:

EVERGREEN DESIGN GROUP
(800) 680-6630
4635 Ladell Blvd., Ste 200
St Louis, MO 63101
www.EvergreenDesignGroup.com

Bowman

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TBPE Firm Registration No. F-14309

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Phone: (704)412-7424
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LANDSCAPE DETAILS & SPECIFICATIONS
STAYAPT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705
BLOOMINGTON, IL

150032-01-028

LICENSED LANDSCAPE ARCHITECT
ERIC M. SHEPLEY
157-001581
STATE OF ILLINOIS
03/01/2022

PLAN STATUS

02/11/22	PERMITTING SUBMITTAL

DATE	DESCRIPTION	
EMS	EMS	EMS/RM
DESIGN	DRAWN	CHKD

SCALE H: V:
JOB No. 150032-01-028
DATE : MAR 11, 2022
FILE No.
SHEET LP-2

PROJECT INFORMATION

PROJECT	STAYAPT SUITES - BLOOMINGTON, IL
PROJECT ADDRESS/LOCATION	10332 WYLIE DRIVE BLOOMINGTON, IL 61705
PARCEL TAX NUMBERS	14-31-351-008, 14-31-351-009, 14-31-351-015
LOT ACREAGE	2.31 ACRES
LIMIT OF DISTURBANCE (LOD)	XX.XX ACRES
PARCEL ZONING	B-1
EXISTING BUILDING CONDITIONS	VACANT LAND

THIS SITE SITS IN AN AREA OF MINIMAL FLOOD HAZARD - ZONE X
AS SEEN IN FEMA FLOOD MAP FEMA FIRM Map Number, DATED XX/XX/XX.

SITE DEVELOPMENT PLANS FOR

STAYAPT SUITES - BLOOMINGTON, IL

PROPERTY ID. 14-31-351-008, 14-31-351-009, 14-31-351-015
10332 WYLIE DRIVE
BLOOMINGTON, IL 61705

AGENCY CONTACTS

CITY ENGINEERING/PUBLIC WORKS, CITY OF BLOOMINGTON

CONTACT	CRAIG SHONKWILER
PHONE	(309) 434-2225
EMAIL	CSHONKWILER@CITYBLM.ORG

CITY ECONOMY & COMMUNITY DEVELOPMENT - CITY OF BLOOMINGTON

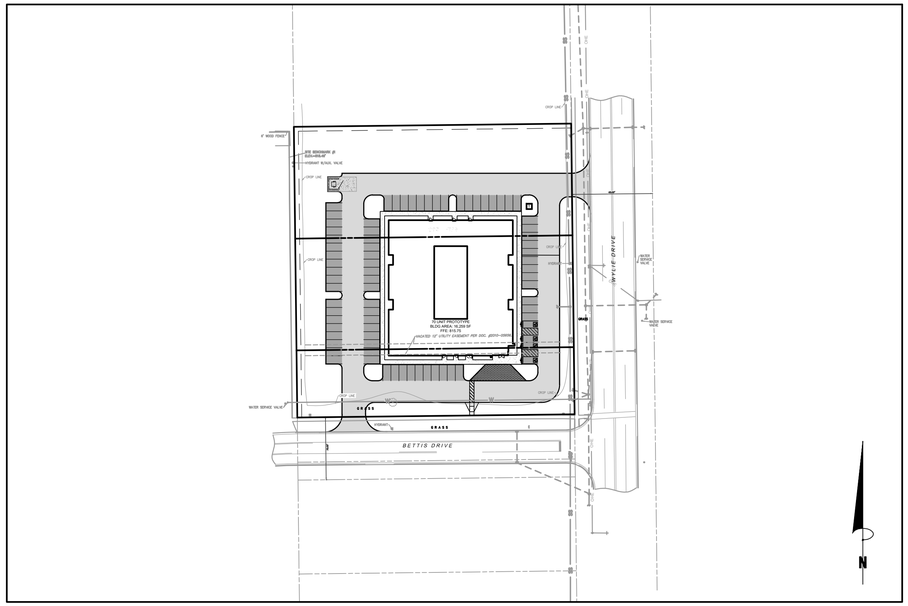
CONTACT	GLEN WETTEROW
EMAIL	GWETTEROW@CITYBLM.ORG

UTILITY SYSTEMS

WATER SYSTEM PROVIDER	BLOOMINGTON TOWNSHIP WATER DISTRICT
SEWER SYSTEM PROVIDER	BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT
ELECTRICAL PROVIDER	
GAS PROVIDER	NICOR GAS

PARKING SCHEDULE

REQUIRED	ONE SPACE PER ROOM = 70 REQUIRED
PROPOSED	71 TYPICAL SPACES 4 ADA SPACES 75 TOTAL SPACES
STALL DIMENSIONS	9' X 18' ADA - 8' X 18"



VICINITY MAP
1"=80'

OWNER / DEVELOPER

stayAPT Suites
LG AS FRANCHISOR LLC
10801 MONROE RD., SUITE C
MATTHEWS, NC 28015
(781) 439-8843
CONTACT: BRUCE COLLINS

LANDSCAPE ARCHITECT

EVERGREEN DESIGN GROUP
4509 CREEDMOOR RD, SUITE 201
RALEIGH, NC 27612
800-680-6630
CONTACT:RODNEY MCNABB

CIVIL ENGINEER

BOWMAN CONSULTING GROUP
4350 MAIN STREET, SUITE 219
CHARLOTTE, NC 28075
704-412-7474
CONTACT:PETER DOSTER, PE

SURVEYOR

WT GROUP
2675 PRATUM AVE
HOFFMAN ESTATES, IL 60192
224-293-6333

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COVER
STAYAPT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705 BLOOMINGTON, IL

150032-01-028

LICENSED PROFESSIONAL ENGINEER
PETER DOSTER
062-069387
OF ILLINOIS
03/11/22

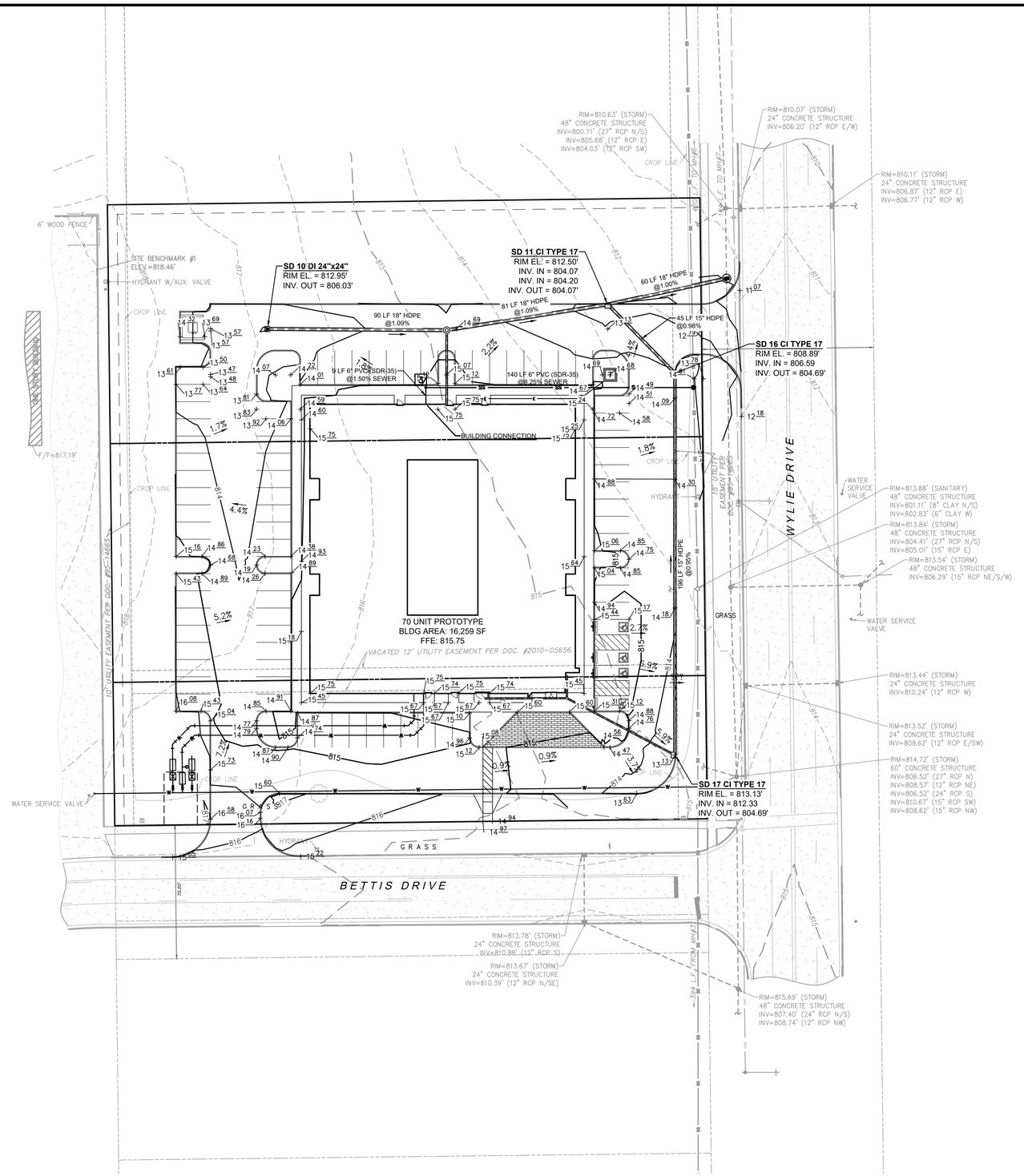
PLAN STATUS

02/11/22	PERMITTING SUBMITTAL

DATE	DESCRIPTION	
CK DESIGN	CK DRAWN	CK/BS/PD CHKD
SCALE	H: V:	

JOB No.150032-01-028
DATE : MAR 11, 2022
FILE No.
SHEET C0.0

Cad file name: V:\150032 - Affordable Suites\150032-01-028 (ENG) - stayAPT Suites 2.31 acres Bloomington IL\Engineering\Engineering Plans\Sheet Set\150032-01-028 - C0 COVER.dwg



ADA NOTES

1. THE DESIGN PROFESSIONAL SIGNING THIS DOCUMENT REPRESENTS THAT TO THE BEST OF HIS/HER PROFESSIONAL JUDGEMENT, KNOWLEDGE, AND BELIEF THE DESIGN SPECIFICATIONS HEREIN COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
2. ALL GRADES/SLOPES SHOWN ON THIS PLAN WERE DESIGNED AT OR BELOW MAXIMUMS ALLOWED BY THE AMERICANS WITH DISABILITIES ACT (ADA). IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THE AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES, AND THE ADA DESIGN MANUAL. IN THE EVENT THAT A DESIGN QUESTION SHOULD ARISE, OR A FIELD CONDITION PRESENT ITSELF THAT IS DIFFERENT FROM THOSE SHOWN ON THESE PLANS, WORK SHOULD CEASE AND THE ENGINEER SHOULD BE NOTIFIED SO THAT AN ACCEPTABLE SOLUTION CAN BE DETERMINED.
3. THE CONTRACTOR IS ADVISED TO CAREFULLY CHECK ALL THE PHASES OF WORK RELATING TO ADA ACCESSIBILITY FOR THIS PROJECT. SINCE THE CODE DOES NOT ALLOW FOR CONSTRUCTION TOLERANCE, ANY CONSTRUCTION THAT EXCEEDS MAXIMUM OR MINIMUM DIMENSIONS AND SLOPES AS REQUIRED BY ADA ARE SUBJECT TO REJECTION AND MAY BE REQUIRED TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
4. SINCE THE CIVIL ENGINEER OR SURVEYOR CANNOT CONTROL THE EXACT METHODS OR MEANS USED BY THE GENERAL CONTRACTOR OR THEIR SUBCONTRACTORS DURING GRADING AND CONSTRUCTION OF THE PROJECT, THE CIVIL ENGINEER OR SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE FINAL ACCEPTANCE OF AMERICANS WITH DISABILITIES ACT ACCESSIBILITY RELATED ITEMS BY THE CITY, ANY OTHER AUTHORITY, OR AFFECTED PARTIES.

GRADING & DRAINAGE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO ENSURE THAT PUBLIC STREETS AND RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.
2. CLEAR AND GRUB WITHIN WORK LIMITS FOR ALL SURFACE VEGETATION, TREES, STUMPS, BRUSH, ROOTS, ETC. DO NOT DAMAGE OR REMOVE TRESS EXCEPT AS APPROVED BY THE ENGINEER OR AS SHOWN ON THE DRAWINGS. PROTECT ALL ROOTS TWO INCHES IN DIAMETER OR LARGER.
3. STRIP WORK LIMITS, REMOVING ALL ORGANIC MATTER WHICH CANNOT BE COMPACTED INTO A STABLE MASS. ALL TRESS, BRUSH, AND DEBRIS ASSOCIATED WITH CLEARING, STRIPPING OR GRADING SHALL BE REMOVED AND DISPOSED OFF SITE BY THE CONTRACTOR.
4. IMMEDIATELY FOLLOWING FINE GRADING OPERATIONS, COMPACT SUBGRADE TO 95% OF MAXIMUM DRY DENSITY PER ASTM D698 METHOD (MODIFIED PROCTOR). PROOF ROLLING WITH A 20-30 TON LOADED DUMP TRUCK IS ALSO REQUIRED.
5. ALL FILLS WITHIN PUBLIC ROW AND EASEMENTS SHALL BE ENGINEERED. ADDITIONALLY, ANY FILLS OUTSIDE OF PUBLIC ROW WHICH ARE OVER TWO (2) FEET IN DEPTH SHALL BE ENGINEERED. ENGINEERED FILLS SHALL BE CONSTRUCTED IN 6"-8" LIFTS. EACH LIFT SHALL BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D698 TEST METHOD (MODIFIED PROCTOR). THE UPPER 2' BENEATH SLABS AND PAVEMENTS SHOULD BE COMPACTED TO AT LEAST 98% OF THE SAME CRITERIA.
6. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, STRAIGHT GRADES SHALL BE RUN BETWEEN ALL FINISH GRADE ELEVATIONS AND/OR FINISH CONTOUR LINES SHOWN. FINISH PAVEMENT GRADES AT TRANSITION TO EXISTING PAVEMENT SHALL MATCH EXISTING PAVEMENT GRADES OR SHALL BE FEATHERED PAST JOINTS WITH EXISTING PAVEMENT AS REQUIRED TO PROVIDE A SMOOTH, FREE DRAINAGE SURFACE.
7. ALL EXISTING AND CONSTRUCTED MANHOLES, CLEANOUTS, MONUMENTS, GAS VALVES, WATER VALVES, AND SIMILAR STRUCTURES SHALL BE ADJUSTED TO MATCH FINISH GRADE OF THE PAVEMENT, SIDEWALK, LANDSCAPED AREA, OR MEDIAN STRIP WHEREIN THEY LIE.
8. UNLESS OTHERWISE SHOWN ON THE DRAWINGS, NO CUT OR FILL SLOPES SHALL BE CONSTRUCTED STEEPER THAN 3:1.
9. CONTRACTOR SHALL HYDROSEED ALL EXPOSED SLOPES AND DISTURBED AREAS WHICH ARE NOT SCHEDULED TO BE LANDSCAPED.
10. PIPE LENGTHS ARE TO CENTER OF BOX AND ROUNDED TO THE NEAREST 1' INCREMENT.
11. ALL DITCHES AND SWALES, DETENTION POND(S), AS WELL AS DISTURBED AREAS INSIDES RIGHTS-OF-WAY AND DRAINAGE EASEMENT, ARE TO BE FULLY SODDED
12. AN AS-BUILT SURVEY OF THE DETENTION POND, DIMENSIONS OF POND OUTLET STRUCTURE, AND A POND CERTIFICATION LETTER FROM THE ENGINEER OF RECORD WILL BE REQUIRED PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED.
13. ALL SPOT ELEVATIONS ARE TO BOTTOM OF CURB, EDGE OF SIDEWALK, OR GRATE/THROAT OF STRUCTURE UNLESS NOTED OTHERWISE.

PROPOSED LEGEND

- 325 — MAJOR CONTOUR
- 324 — MINOR CONTOUR
- LOD — LIMITS OF DISTURBANCE
- +25 32 — SPOT ELEVATION (BOTTOM OF CURB)
- STORM SEWER PIPE
- CURB INLET
- GRATE INLET
- FLOW DIRECTION

EXISTING LEGEND

- SANITARY SEWER
- WATER LINE
- OVERHEAD POWER
- BURIED TELECOM
- IRON FENCE
- CONCRETE
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- SIGN
- GUY WIRE
- STORM MANHOLE
- SANITARY SEWER MANHOLE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

N

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GRADING AND DRAINAGE PLAN
STAYAPT SUITES

1032 WYLIE DRIVE
BLOOMINGTON, IL 61705 BLOOMINGTON, IL

150032-01-028

LICENSED PROFESSIONAL ENGINEER
PETER DOSTER
062-069387
OF ILLINOIS
3/11/22

PLAN STATUS	
02/11/22	PERMITTING SUBMITTAL

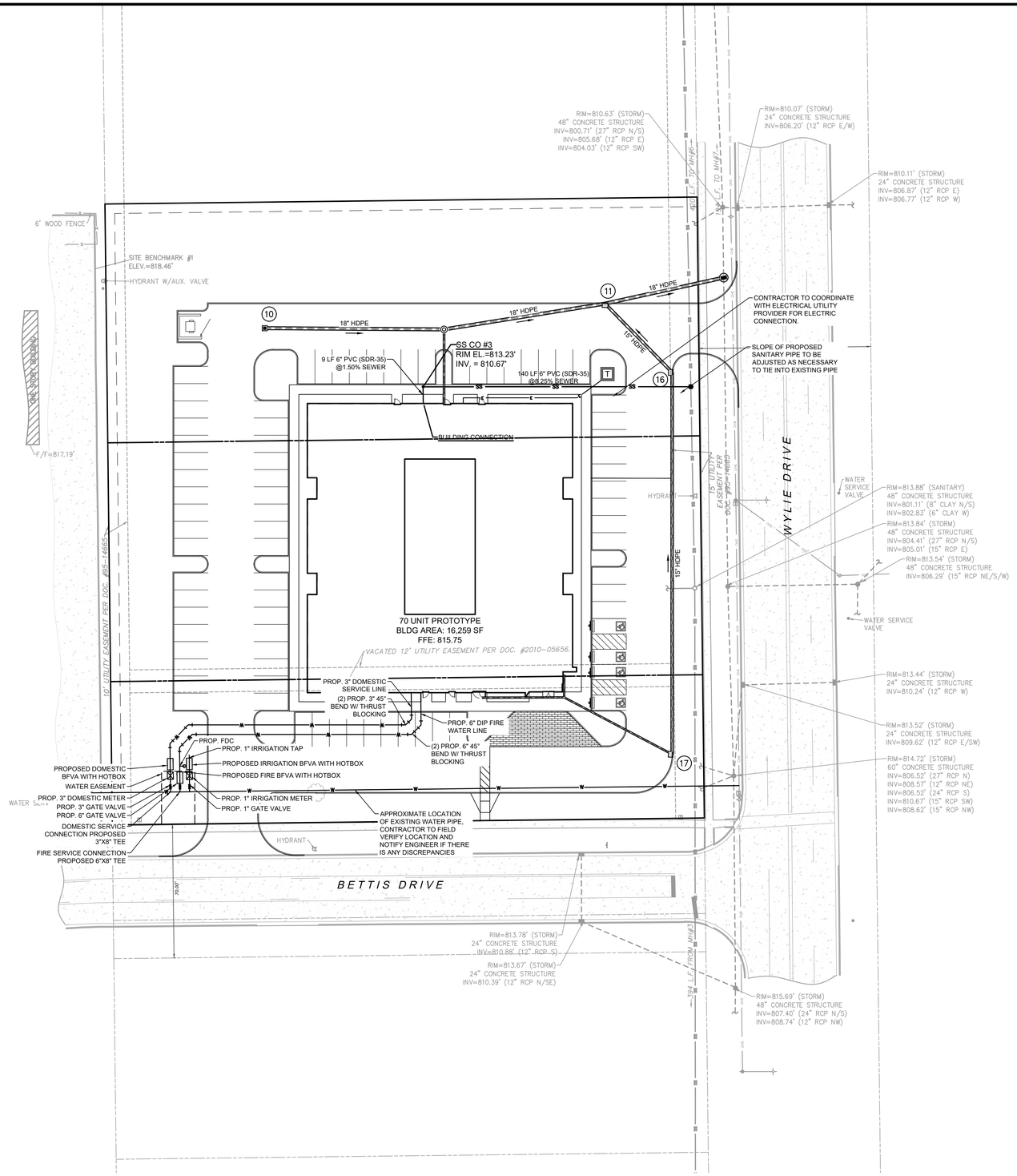
DATE	DESCRIPTION	
CK DESIGN	CK DRAWN	CK/BS/PD CHKD
SCALE	H: 1" = XXX' V: 1" = XXX'	
JOB No. 150032-01-028		
DATE : MAR 11, 2022		
FILE No.		
SHEET	C4.0	

Cad file name: V:\150032 - Affordable Suites\150032-01-028 (ENG) - stayAPT Suites 2.31 acres Bloomington IL\Engineering\Engineering Plans\Sheet Set\150032-01-028 - C4.0 GRADING.dwg

CONTRACTOR TO VERIFY IF FIRE PUMP WILL BE REQUIRED FOR FIRE SPRINKLER DESIGN. IF FIRE PUMP IS NOT REQUIRED, CONTRACTOR TO CONTACT ENGINEER ABOUT METER AND BACKFLOW CONFIGURATION PRIOR TO ORDERING AND INSTALLING FIRE LINE EQUIPMENT. CHANGES TO METER AND BACKFLOW CONFIGURATION MUST BE APROVED BY THE CITY OF PORT ARTHUR.

GENERAL UTILITY NOTES

1. NOTIFY THE CITY OF BLOOMINGTON OF ANY SCHEDULED OUTAGES 7 DAYS PRIOR TO THE OUTAGE
2. ONLY THE CITY OF BLOOMINGTON PERSONNEL ARE AUTHORIZED TO OPERATE VALVES
3. EXISTING SERVICES TO BE ABANDONED SHALL BE TERMINATED AT THE MAIN



PROPOSED LEGEND

- 325 — MAJOR CONTOUR
- 324 — MINOR CONTOUR
- LOD — LIMITS OF DISTURBANCE
- +25.32 — SPOT ELEVATION (BOTTOM OF CURB)
- STORM SEWER PIPE
- CURB INLET
- GRATE INLET
- FLOW DIRECTION

EXISTING LEGEND

- SANITARY SEWER
- WATER LINE
- OVERHEAD POWER
- BURIED TELECOM
- IRON FENCE
- CONCRETE
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- SIGN
- GUY WIRE
- STORM MANHOLE
- SANITARY SEWER MANHOLE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

N

Call Before You Dig
JULIE
ILLINOIS ONE-CALL SYSTEM

Bowman

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TBPE Firm Registration No. F-14309

Bowman Consulting Group, Ltd.
4350 MAIN STREET
Suite 219
HARRISBURG, NC 28075
Phone: (704)412-7424
bowmanconsulting.com
© Bowman Consulting Group, Ltd.

UTILITY PLAN
STAYAPT SUITES
1032 WYLIE DRIVE
BLOOMINGTON, IL 61705

150032-01-028

LICENSED PROFESSIONAL ENGINEER
PETER DOSTER
062-069387
02/11/22
OF ILLINOIS

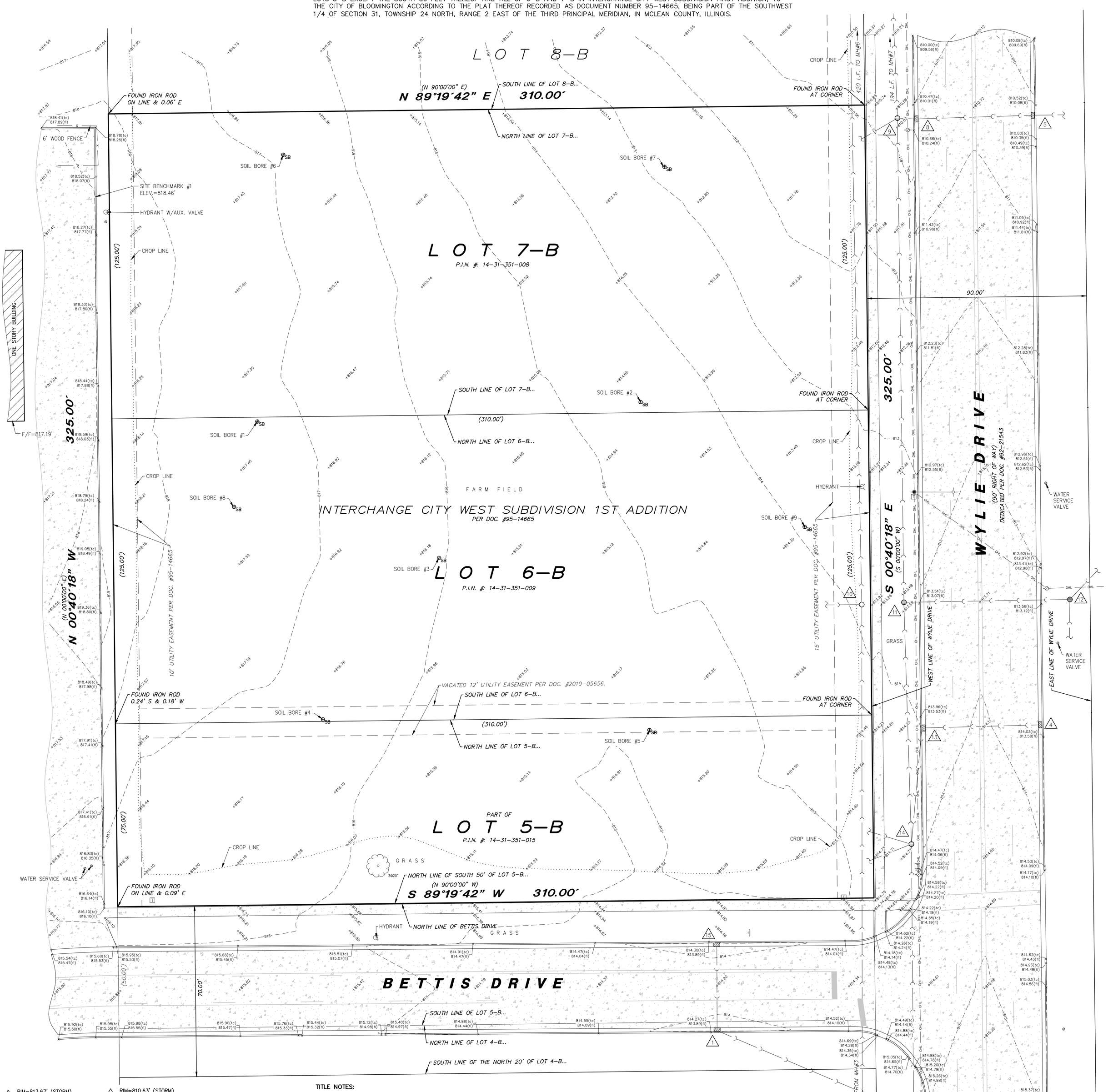
PLAN STATUS	
02/11/22	PERMITTING SUBMITTAL

DATE	DESCRIPTION	
CK DESIGN	CK DRAWN	CK/BS/PD CHKD
SCALE	H: 1" = XXX' V: 1" = XXX'	
JOB No.150032-01-028		
DATE : MAR 11, 2022		
FILE No.		
SHEET	C5.0	

Cad file name: V:\150032 - Affordable Suites\150032-01-028 (ENG) - stayAPT Suites 2.31 acres Bloomington IL\Engineering\Engineering Plans\Sheet Set\150032-01-028 - C5.0 UTILITIES.dwg

ALTA / NSPS
LAND TITLE SURVEY

LOTS 5–B EXCEPT THE SOUTH 50 FEET THEREOF AND ALL OF 6–B AND 7–B IN INTERCHANGE CITY WEST SUBDIVISION FIRST ADDITION, TO THE CITY OF BLOOMINGTON ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 95–14665, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.



1 RIM=813.67' (STORM)
24" CONCRETE STRUCTURE
INV=810.39' (12" RCP N/SE)

2 RIM=815.69' (STORM)
48" CONCRETE STRUCTURE
INV=807.40' (24" RCP N/S)
INV=808.74' (12" RCP NW)

3 RIM=817.38' (SANITARY)
48" CONCRETE STRUCTURE
INV=805.28' (8" CLAY N/E/S)
INV=807.28' (8" CLAY SW)
INV=805.88' (8" CLAY W)

4 RIM=813.44' (STORM)
24" CONCRETE STRUCTURE
INV=810.24' (12" RCP W)

5 RIM=810.11' (STORM)
24" CONCRETE STRUCTURE
INV=806.87' (12" RCP E)
INV=806.77' (12" RCP W)

6 RIM=807.55' (SANITARY)
48" CONCRETE STRUCTURE
INV=793.30' (8" CLAY N/S)

7 RIM=807.38' (STORM)
48" CONCRETE STRUCTURE
INV=796.63' (24" RCP N/S)
INV=799.48' (15" RCP SW)
INV=801.63' (12" RCP N)

8 RIM=810.07' (STORM)
24" CONCRETE STRUCTURE
INV=806.20' (12" RCP E/W)

9 RIM=810.63' (STORM)
48" CONCRETE STRUCTURE
INV=800.71' (27" RCP N/S)
INV=805.68' (12" RCP E)
INV=804.03' (12" RCP SW)

10 RIM=813.88' (SANITARY)
48" CONCRETE STRUCTURE
INV=801.11' (8" CLAY N/S)
INV=802.83' (6" CLAY W)

11 RIM=813.84' (STORM)
48" CONCRETE STRUCTURE
INV=804.41' (27" RCP N/S)
INV=805.01' (15" RCP E)

12 RIM=813.54' (STORM)
48" CONCRETE STRUCTURE
INV=806.29' (15" RCP NE/S/W)

13 RIM=813.52' (STORM)
24" CONCRETE STRUCTURE
INV=809.62' (12" RCP E/SW)
14

14 RIM=814.72' (STORM)
60" CONCRETE STRUCTURE
INV=806.52' (27" RCP N)
INV=808.57' (12" RCP NE)
INV=806.52' (24" RCP S)
INV=810.67' (15" RCP SW)
INV=808.62' (15" RCP NW)

15 RIM=813.78' (STORM)
24" CONCRETE STRUCTURE
INV=810.88' (12" RCP S)

N

SCALE: 1" = 20'

00 10 20 40

BAR SCALE

LEGEND

PROPERTY LINE	T/F T/T TOP FOUNDATION/THRESHOLD	SB	SOIL BORING
CENTER LINE		T E	TEL/ELEC MANHOLE
EASEMENT LINE			UTILITY POLE
BUILDING SETBACK			GUARDRAIL
(XXX')	RECORD DATA		GUY WIRE ANCHOR
+ XXX.XX / XXX.XX	TOP OF (CURB,WALL, ETC.) / SPOT GRADE / BOTTOM OF (GROUND, GUTTER,ETC.)	773	CONTOUR LINE
	CONCRETE		TREE LINE / HEDGE LINE
			EDGE GRAVEL/STONE
	EVERGREEN/DECIDUOUS WITH SIZE IN INCHES		FENCE LINE
			STORM SEWER
			SANITARY SEWER
	SHRUB/SHRUB LINE		COMBO SEWER
	MONITOR WELL	WS	WATER SERVICE LINE
	GAS VALVE	WM	WATER MAIN
	UTILITY MARKINGS (cable,elec,fiber) (tel,water,gas)	OHL	OVERHEAD LINE
		FO	FIBER OPTIC LINE
	MAILBOX	G	GAS LINE
		UGT	U.G. TELCO LINE
		UGE	U.G. ELECTRIC LINE

TITLE NOTES:

SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 5606–2102521 HAVING AN EFFECTIVE DATE OF JANUARY 3, 2022

SCHEDULE B EXCEPTIONS

ITEM 18 – DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES RECORDED FEBRUARY 25, 1930 IN BOOK 392 PAGE 392 AS DOCUMENT NO. 9415.
DOCUMENT NOT PROVIDED

ITEM 19 – DEDICATION OF A RIGHT–OF–WAY FOR PUBLIC ROAD PURPOSES RECORDED APRIL 3, 1963 AS DOCUMENT NO. 34460 TO THE STATE OF ILLINOIS.
DOCUMENT NOT PROVIDED

ITEM 20 – DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES RECORDED APRIL 3, 1963 AS DOCUMENT NO. 36460.
DOCUMENT NOT PROVIDED

ITEM 21 – RIGHT OF WAY IN FAVOR OF THE TOWN OF NORMAL RECORDED APRIL13, 1983 AS DOCUMENT NO. 83–4051.
DOCUMENT NOT PROVIDED

ITEM 22 – WATERMAIN EASEMENT IN FAVOR OF THE TOWN OF NORMAL AS DISCLOSED BY RESOLUTION NO. 1015 RECORDED NOVEMBER 6, 1986 AS DOCUMENT NO. 86–19848.
DOES NOT AFFECT THE SURVEYED PROPERTY.

ITEM 23 – TERMS AND PROVISIONS OF AN ANNEXATION AGREEMENT RECORDED AUGUST 12, 1994 AS DOCUMENT NO. 94–21716 BETWEEN MIDWEST PROPERTIES AND THE CITY OF BLOOMINGTON.
NOT PLOTTABLE

ITEM 24 – COVENANTS AND RESTRICTIONS IN THE DOCUMENT RECORDED AS DOCUMENT NO. 96–10246
NOT PLOTTABLE

ITEM 25 – RESOLUTION ACCEPTING THE DEDICATION OF A PERMANENT STREET EASEMENT FOR VALLEY VIEW DRIVE RECORDED FEBRUARY 7, 1997 AS DOCUMENT NO. 97–3099.
DOES NOT AFFECT SURVEYED PROPERTY. STREET EASEMENT IS FOR VALLEY VIEW DRIVE WHICH IS LOCATED NORTHWEST OF THE SURVEYED PROPERTY.

ITEM 26 – PERMANENT STREET EASEMENT IN FAVOR OF THE CITY OF BLOOMINGTON, CONTAINED IN THE INSTRUMENT RECORDED FEBRUARY 7, 1997 AS DOCUMENT NO. 97–3100.
DOES NOT AFFECT SURVEYED PROPERTY. STREET EASEMENT IS FOR VALLEY VIEW DRIVE WHICH IS LOCATED NORTHWEST OF THE SURVEYED PROPERTY.

ITEM 27– TERMS AND PROVISIONS OF A PREANNEXATION AGREEMENT BETWEEN INTERCHANGE CITY WEST, L.L.C. AND THE CITY OF BLOOMINGTON, RECORDED 08/16/99 AS DOCUMENT NOS. 99–25680 AND 99–25681.
NOT PLOTTABLE

ITEM 28 – COVENANTS AND RESTRICTIONS IN THE DOCUMENT RECORDED AS DOCUMENT NO. 96–1049
NOT PLOTTABLE

ITEM 29 – EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID TRACT/PLAT; PURPOSE: UTILITIES
UTILITY EASEMENTS ARE SHOWN PER INTERCHANGE CITY WEST SUBDIVISION FIRST ADDITION PLAT.

ITEM 30 – COVENANTS AND RESTRICTIONS CONTAINED IN THE DOCUMENT RECORDED DECEMBER 4, 2000 AS DOCUMENT NO. 2000–29777
NOT PLOTTABLE

ITEM 31 – ORDINANCE NO. 2007 – 21 PROVIDING FOR THE VACATION OF GENERAL UTILITY EASEMENT (LOCATED AT LOT 5B AND 6B INTERCHANGE CITY WEST SUBDIVISION, FIRST ADDITION) RECORDED MARCH 22, 2010 AS DOCUMENT NO. 2010–5656.
VACATED EASEMENT IS SHOWN.

SURVEY NOTES:

1. SITE BENCHMARK – CROSS SET IN CONCRETE CURB ON PROPERTY TO THE WEST, 37' NE OF THE NORTHEAST BUILDING CORNER AND 7' NW OF HYDRANT AS SHOWN. ELEVATION=818.46' (NAVD88)
2. PERMANENT INDEX NUMBER (P.I.N. #):14–31–351–008, 14–31–351–009 & 14–31–351–015
3. THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY.
4. PROPERTY AREA: 2.313 ACRES (100,750 SQUARE FEET)
5. FIELD WORK COMPLETED ON 1/4/2022.
6. ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAP THIS SITE IS LISTED AS BEING IN A ZONE "X", DESCRIBED AS "AREA OF MINIMAL FLOOD HAZARD" PER F.E.M.A. PANEL NO. 17113C0481E DATED 7/16/2008.
7. SURVEY PREPARED FOR: BOWMAN CONSULTING
8. THERE ARE NO BUILDINGS OR PARKING ON THE SURVEYED PROPERTY.
9. ZONING REPORT NOT PROVIDED TO SURVEYOR.
10. BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
11. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

STATE OF ILLINOIS
) SS
COUNTY OF COOK

TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2–5, 6A, 7A, 8, 9 AND 11 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 01/04/2022.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. _____.
AT HOFFMAN ESTATES, ILLINOIS.

1/18/22 PRELIMINARY FOR REVIEW

FRANJO I. MATICIC – PLS #035–003556 EXPIRES 11/30/2022
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570–0015

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

SUR-1
SHEET 1 OF 1
ALTA/NSPS LAND TITLE SURVEY

JOB: S200001
DRAWN:REM
CHECK:FIM

ISSUE TO CLIENT	DATE
	1/18/2022

STAYAPT SUITES - BLOOMINGTON
1032 WYLIE DRIVE
BLOOMINGTON, ILLINOIS

WT GROUP
Engineering with Precision, Pace and Passion.
2675 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com
IL. License No: 184.007570-0015 Expires: 04.30.2023

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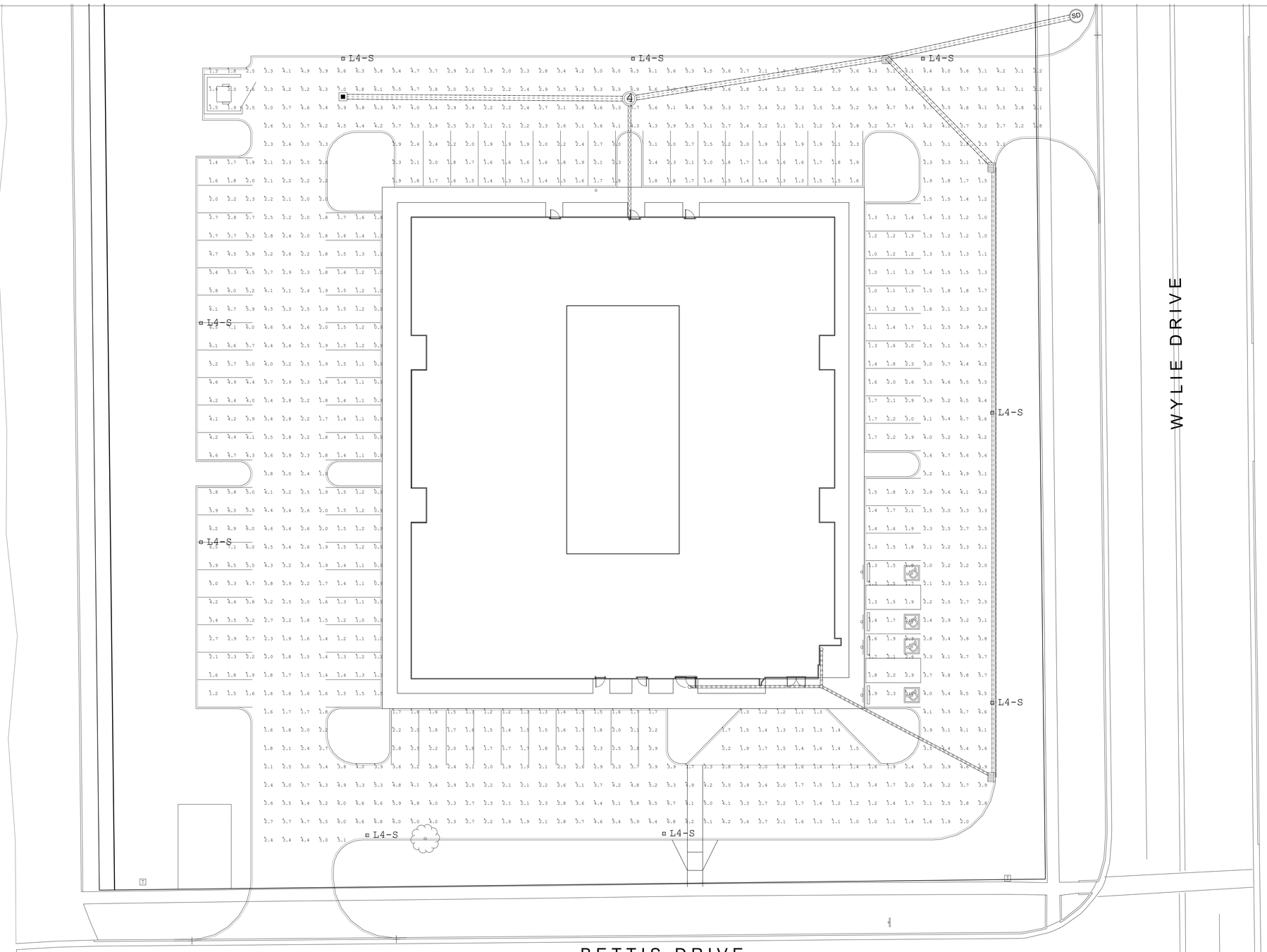


STAY APTS - BLOOMINGTON
MAINTAINED ILLUMINANCE CALCULATIONS AT FINISH GRADE
REVISED 2-25-22

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	9	L4-S	SINGLE	21044	0.950	LED AREA LIGHT TYPE IV DIST WITH HSS

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking	Illuminance	Fc	2.87	7.1	0.9	3.19	7.89

Commercial Lighting Industries
81161 Indio Boulevard, Indio, CA 92201
Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
1.	DRAWING ISSUE	02.24.22
2.	REVISION ISSUE	02.25.22

STAY APT SUITES
BLOOMINGTON

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CLI PLANS AND SPECIFICATIONS ARE THE INSTRUMENTS OF SERVICE AND ARE NOT TO BE REPRODUCED. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title

SITE LIGHTING PLAN & PHOTOMETRICS

Scale: 1/16"=1'-0"
Date: 02.25.22
Drawn By: FG
Approved By: I.D.
Job No.:
Sheet No.: LDE-1

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	April 6, 2022
CASE NO:	PR-04-22, Site Plan Review
REQUEST:	Public hearing, review, and action on a petition submitted by Bruce Collins of EVP Construction, on behalf of ICW LLC and stayAPT, requesting approval of a Site Plan (and Special Use) to allow a Hotel in the B-1 (General Commercial) District for the property located at 1032 Wylie Drive, in Bloomington (PINs: 14-31-351-008, 14-31-351-009, 14-31-351-015).

BACKGROUND

Petitioners' request:
The petitioner is requesting a legislative site plan review, to develop a 70-room hotel with an associated surface parking area at the subject property.

Property Characteristics:
The subject property consists of roughly 2.31 acres of land located in the western region of Bloomington. The property is currently vacant. The surrounding properties all consist of commercial zoning districts. The surrounding uses also consist of commercial uses including other hotels and a restaurant. Some surrounding property remains vacant.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, March 21, 2022. Courtesy notices were mailed to 20 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1, General Commercial	Vacant
South	B-1, General Commercial	Hotel
East	B-1, General Commercial	Hotel / Commercial
West	B-1, General Commercial	Restaurant / Place of Worship

ANALYSIS

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

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

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan.

Standards for Consideration of Site Plan Review

Standard	**Discussion**	**Finding**
The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.	The proposed development is not incompatible with the existing development in the area. The site design is consistent with other hotel developments on surrounding properties in the direct area. The building will meet all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. All landscaping requirements have been met.	The standard is met.
The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.	The proposed use will not have any adverse impacts on the development of adjoining land. The use is a special use within the zoning and is compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements. The trash enclosure shall be fully screened as city code requires.	The standard is met.
The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.	The site is accessible by and directly situated Wylie Drive and Bettis Drive. All curb cuts and aprons at the site will meet code requirements.	Standard is met.

Standards for Consideration of Site Plan Review (Continued)

Standard	Discussion	Finding
The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.	The surrounding properties are all zoned commercial. The uses range from hotel and restaurant and some property remains vacant. A hotel at the proposed site would be complementary to the existing surrounding uses.	Standard is met.

Ch. 44. 1021, Hotel or Motel, provides additional minimum site and bulk standards for the siting and development of any hotel or motel:

Lot Standards
Minimum Lot Area = 20,000 square feet or 1,000 square feet per guest room, whichever is greater.
Minimum Lot Width = 100 feet

Site Design Standards
Front Yard = 40 feet
Side Yard = 40 feet
Rear Yard = 40 feet

These standards have been met.

ADDITIONAL REQUESTS

Ch 44, 17-9-D, Concurrent Applications
The applicant has requested a Special Use as part of the application, in accordance with Ch. 17, 17-9-D of the site plan review process. Land uses proposed to be included in a development requiring a legislative public hearing site plan review which would otherwise be allowed by special use permit only are exempted from the administrative public hearing normally required for such special use permit applications and the Planning Commission shall consider the standards for granting a special use.

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

Ch. 44, 17-7 Special uses.
For each special use application, the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless all of the following factors are found:

Standards for Consideration of Special Use Permits

Standard	Discussion	Finding
That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare.	The request involves the establishment of a hotel at the site. The proposed hotel use is similar in nature to how the surrounding property has historically been developed with other commercial uses.	The standard is met.
That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.	The site design and use are consistent with other hotels in the direct area and should not impact property values.	The standard is met.
That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.	Several other hotels and commercial uses exist in the direct area. The hotel will be developed in accordance with zoning bulk requirements and will not impede adjacent properties.	Standard is met.
That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.	Building code and engineering requirements and will be thoroughly reviewed through the permit process.	Standard is met.
That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.	The vehicular access points to the site should not negatively affect traffic in the area.	Standard is met.
That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137).	The proposed special use is subject to and adherent with the regulations of the B-1 District. Other applicable site plan development standards including off-street parking, landscape and lighting will be addressed with building permits.	Standard is met.

STAFF RECOMMENDATION

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

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

2. Motion to recommend that City Council approve a Site Plan (and Special Use) to allow a Hotel in the B-1 (General Commercial) District for the property located at 1032 Wylie Drive (PIN: 14-31-351-009) (Ward 7).

Respectfully submitted,
Jon Branham
City Planner

Attachments:

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

3/23/2022

1032 Wylie Dr

N
W E
S

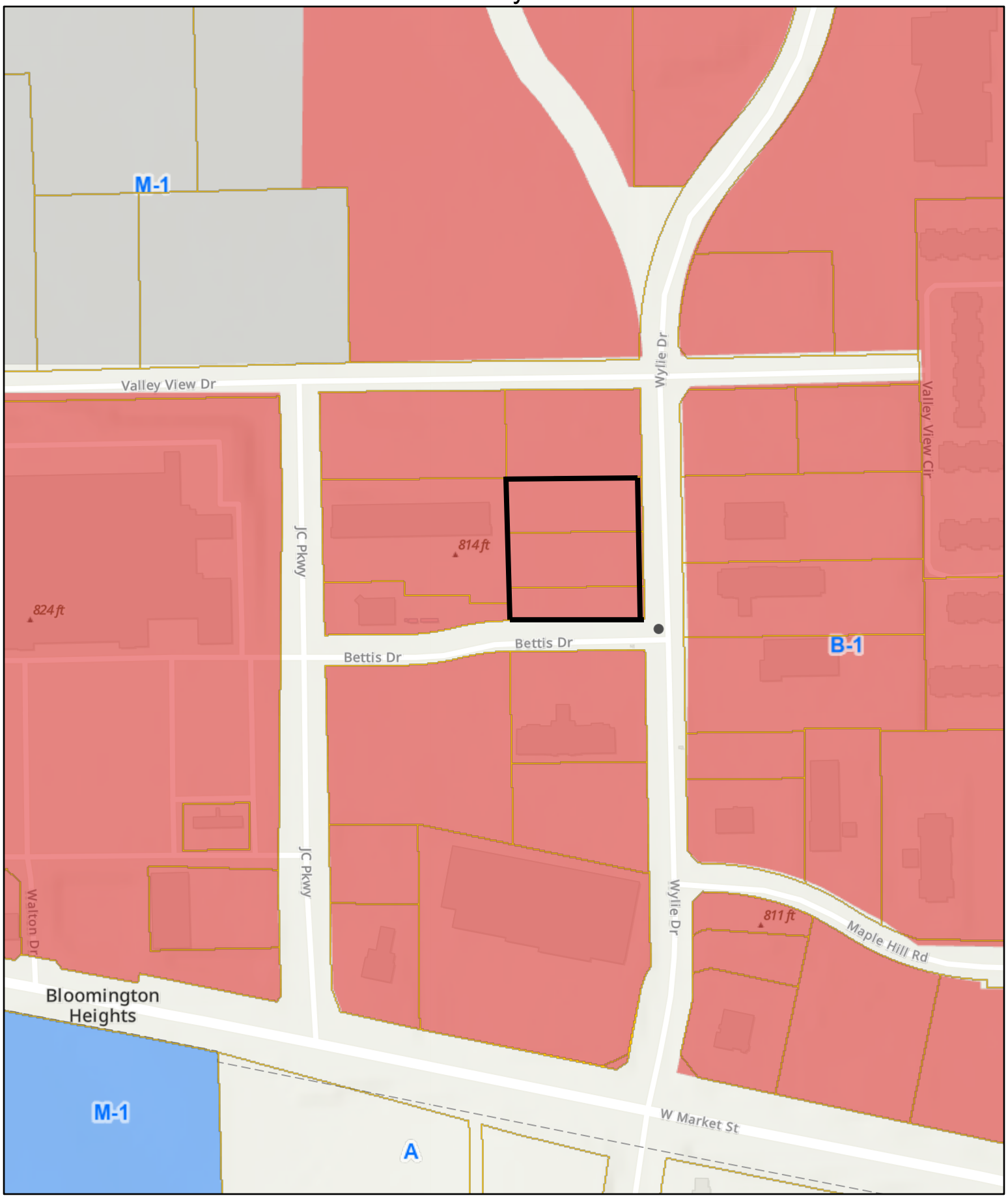
McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

0 0.04 0.07
mi
1 inch = 188 feet

McGIS

3/23/2022

1032 Wylie Dr



N
W E
S

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

0 0.07 0.15
mi
1 inch = 376 feet

McGIS

E. PR-04-22 Public hearing, review and action on a request submitted by Bruce Collins of EVP Construction, on behalf of ICW LLC and stayAPT, for a Legislative Site Plan Review, and a Special Use Permit to allow a hotel on property zoned B-1, for property located at 1032 Wylie Drive (PIN: 14-31-351-009). (Ward 7).

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

Vice-Chair Boyd opened the public hearing.

Peter Doester – 4350 Main Street, Harrisburg, NC. Mr. Doester represents Bowman Consulting, the civil engineer for project. He stated they have expanded the footprint by six feet since the initial site plan submission to allow for 76 rooms instead of 70 rooms. He stated all other items remains the same.

No further testimony was provided by the public.

No discussion by the Commission.

A motion to establish findings of fact that the subject property meets the legislative site plan criteria in Chapter 44.17-9 of the City Code was made by Mr. Muehleck and seconded by Mr. Muncy. Roll call vote: Mr. Boyd – Yes, Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes Chairperson Mohr – Yes. (8-0) Motion passed.

A motion to recommend that City Council approve a Site Plan, and Special Use, to allow a Hotel in the B-1 (General Commercial) District for the property located at 1032 Wylie Drive (PIN: 14-31-351-009) was made by Mr. Muehleck and seconded by Ms. Patino. Roll call vote: Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes, Vice Chair Boyd – Yes (6-0) Motion passed.

CONSENT AGENDA ITEM NO. 7.W

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

BACKGROUND: Public Works is recommending the approval of an Ordinance authorizing a Construction Contract between the City of Bloomington and Mid Illinois Mechanical for Division Street Fire Tube Boiler (Bid #2022-27), in the amount of $56,235.

The Division Street office was built in 2003. This building houses Public Works Water Division operations and management staff, the Finance Department's utility billing staff, and all in-town distribution maintenance staff. The building contains one boiler that maintains indoor air temperatures and prevents freezing pipes during the colder months.

Staff is recommending that the boiler be replaced because the life expectancy of a boiler is 15 to 25 years. Critical replacement parts are becoming obsolete, and the boiler is beginning to have issues.

The Public Works Department prepared the Division Street Fire Tube Boiler proposal package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM on Tuesday, March 22, 2022, electronically via the City's e-Procurement Portal, OPENGOV. Staff received two (2) bids and opened them at 10:01 AM Tuesday, March 22, 2022, a Virtual Bid Opening. As both bidders are local, the local preference policy does not change the selected contractor.

Mid Illinois Mechanical is the lowest responsible bidder between the two bids. The total bids are charted below.

Contractor	Base Bid	Contingency*	Total (Bid #2022-27)
Mid Illinois Mechanical	**$48,900**	**$7,335**	**$56,235**
Mahoney Mechanical Inc.	$62,500	$9,375	$71,875

Public Works did not receive any other complete bids.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bid was advertised in *The Pantagraph* and on *OPENGOV* on March 2, 2022.

FINANCIAL IMPACT: This is a FY 2023 budgeted item. If approved, the contract for $56,235 which includes contingency will be paid out of the Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620). The budget for this item is $65,000. Stakeholders can locate this in the FY 2023 Proposed Budget titled "Other Funds & Capital Improvement" on pages 97, 161, 220, 249 and 250.

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

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:

Kevin Kothe, Director of Public Works 4/11/2022

Carla Murillo, Procurement Manager 4/13/2022

Chris Tomerlin, Budget Manager 4/14/2022

Jeffrey R. Jurgens, Corporation Counsel 4/14/2022

Kara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 10B Ordinance_Division Street Fire Tube Boiler 04252022
- PW 10C Contract_Division Street Fire Tube Boiler 04252022
- PW 10D Bid Tab_Division Street Fire Tube Boiler 04252022

ORDINANCE NO. 2022 - ___

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND MID ILLINOIS MECHANICAL FOR THE DIVISION STREET FIRE TUBE BOILER (BID #2022-27), IN THE AMOUNT OF $56,235

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with Mid Illinois Mechanical (CONTRACTOR) be approved for the Division Street Fire Tube Boiler (PROJECT) in the amount of $56,235; and

WHEREAS, PROJECT consists of work necessary to replace the existing boiler that has reached the end of life expectancy and parts have become obsolete; and

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

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

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

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

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

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

PASSED this 25th day of April 2022.

APPROVED this ____ day of April 2022.

CITY OF BLOOMINGTON

_____

Mboka Mwilambwe, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON
CONTRACT WITH
Mid Illinois Mechanical
FOR
Division Street Fire Tube Boiler Replacement

THIS AGREEMENT, dated this ~~25~~ day of April, 2022, is between the City of Bloomington (hereinafter "CITY") and Mid Illinois Mechanical (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY: Division Street Fire Tube Boiler (Bid 2022-27) (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. **Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: As stated in the specifications of Bid#2022-27. Summarized as boiler replacement at Division st location.

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

☐ A flat fee of $_____ as set forth in the Procurement Documents.

☑ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____

Its City Manager

ATTEST:

By: _____

City Clerk

Mid Illinois Mechanical

By: [redacted]

Its President

By: [redacted]

Its Office Manager

City of Bloomington, Illinois
Division Street Fire Tube Boiler
Bid 2022-27
BID TAB

				Mid Illinois Mechanical		Mahoney Mechanical Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	Base Bid - All Sections - All Work Except for Item No. 2	1	LS	$48,900.00	$48,900.00	$62,500.00	$62,500.00
2	Contingency (5% of Item No. 1) - 01 21 00 and General Conditions 11.05	1	LS	$7,335.00	$7,335.00	$9,375.00	$9,375.00
	Total				**$56,235.00**		**$71,875.00**

CONSENT AGENDA ITEM NO. 7.X

FOR COUNCIL: April 25, 2022

SPONSOR: Legal Department and Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on Ordinance Amending Bloomington City Code Chapter 2, Sections 35 and 39 Adding Options for the Reporting Structure of Department Heads, as requested by the Legal Department and the Administration Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

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: To help assist with operational efficiencies, the City Manager is proposing an ordinance amending the City Code relating to internal reporting. Specifically, the amendments provide the City Manager with discretion to determine who best certain department heads should report to, including the Deputy City Manager or other directors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: No material financial impact is expected if the ordinance is approved.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Jeffrey R. Jurgens, Corporation Counsel 4/20/2022

Chris Tomerlin, Budget Manager 4/21/2022

Jeffrey R. Jurgens, Corporation Counsel 4/21/2022

Tara Henry, Legislative Assistant & Records Manager 4/22/2022

Attachments:

- LGL 1B Department Head Reporting Ordinance

ORDINANCE NO. 2022 - _____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 2, SECTIONS 35 AND 39 ADDING OPTIONS FOR THE REPORTING STRUCTURE OF DEPARTMENT HEADS

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 2, shall be amended by amending Section 35 [2-307] as follows:

SEC. 35: Responsibilities generally of department heads

The heads of departments established in § **2-301** of this Code shall be immediately responsible to the City Manager, except as provided herein, for the effective administration of their respective departments and all activities assigned thereto. The City Manager may designate that the head of a department shall report to the Deputy City Manager or another department head when the City Manager deems such necessary to increase efficiencies and/or effectiveness within the City organization. The City Manager may set aside any action taken by ~~such~~ any department head and may supersede him/her in the functions of his office. In case of a vacancy in such office or during the absence of any department head appointed by ~~him~~ the City Manager, the City Manager may designate an interim acting head or may perform personally the functions of the office. All department heads shall keep informed as to the best practices in their particular fields and shall inaugurate, with the approval of the City Manager and subject to the limitations of the annual appropriation ordinance, such new practices as appear to be of benefit to the service and to the public.

SECTION 2. That Bloomington City Code Chapter 2, shall be amended by amending Section 39(E) [2-311] as follows:

SEC. 39: Same – powers and duties generally

E. Every administrative department of the City established under § **2-301** of this Code and the Office of City Clerk shall be under the supervision and control of the Manager, who shall have the power to remove from office any officer appointed by the Manager. The City Manager ~~He~~ shall be responsible for the efficient and economical conduct of all such departments. Nothing herein, however, shall prevent the City Manager from designating that the head of a department shall report to the Deputy City Manager or another department head when the City Manager deems such necessary to increase efficiencies and/or effectiveness within the City organization. To the extent a change in reporting or oversight conflicts with any other provision of the City Code, this provision shall control.

SECTION 3. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect after its approval and publication as required by law.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 7.Y

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5e. More attractive city: commercial areas and neighborhoods
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Ordinance authorizing a Construction Agreement between the City of Bloomington and Gildner Inc. for the FY 2023 Sidewalk and Curb Ramp Replacement Program (Bid #2022-28), in the amount of $1,070,371.28.

The Sidewalk and Curb Ramp Replacement Program (budgeted for FY23 at $1,150,000) is the main vehicle under which the City builds and replaces public sidewalk and constructs and replaces ramps that lead from crosswalks to sidewalks. The program also contains the 50-50 cost-sharing program (budgeted for FY23 at $70,000) under which property owners can partner with the City for expedited sidewalk repair.

The City will enter its seventh construction year since the Council passed the Sidewalk Master Plan on October 12, 2015. During this time, Public Works has installed/improved more than 1,800 ramps, which connect sidewalks to crosswalks, and has improved 28 parcel-miles of midblock sidewalk.

Locations of sidewalk improvements primarily coincide with street resurfacing routes because ramps are constructed and reconstructed at the time of street resurfacing. This is in keeping with the guidelines of the U.S. Access Board, which makes recommendations for enactment of the Americans with Disabilities Act (ADA). Substandard midblock sidewalk along these resurfacing routes is replaced as money allows, in keeping with the City's complete streets initiative. This year, ramp construction and midblock sidewalk replacement along resurfacing routes will account for approximately 72 percent of the sidewalk contract, according to preliminary engineering estimates.

The remaining 28 percent will be used for three other areas of emphasis:

- Accommodating specific individuals with disabilities.
- Partnering with property owners under the voluntary 50-50 sidewalk replacement program.
- Fixing substandard sidewalk rated by City staff as being the worst sidewalk (rated 1 and 2 on a scale of 10).

The Public Works Department prepared the FY 2023 Sidewalk and Curb Ramp Replacement Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM Thursday, April 7, 2022, electronically via the City's e-Procurement Portal, OPENGOV. Staff received two (2) bids and opened them at 10:00 AM Thursday, April 7, 2022, via a Virtual Bid Opening. As both bidders are local, the local preference policy does not change the selected contractor.

Gildner Inc. is the lowest responsible bidder among two bids opened on April 7. The bids are calculated by quantity prices and total quantities for sidewalk work envisioned for the coming year. A full bid tabulation is attached. The total bids are charted below.

Contractor	**Base Bid**	**Extra Work (contingency)***	**Total (Bid #2022-28)**
Gildner Inc.	$1,047,371.28	$23,000.00	$1,070,371.28
JG Stewart Contractors	$1,208,402.63	$23,000.00	$1,231,402.63

Public Works did not receive any other complete bids.

Note: The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete).

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

The substantial completion date for this project is in the bid documents as April 28, 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in *The Pantagraph* and *OPENGOV* on March 21, 2022.

FINANCIAL IMPACT: This is an FY 2023 budgeted item. If approved, the awarded amount of $1,070,371.28 will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 69, 70, 161, 212, and 215.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

Reviewed by:

Kevin Kothe, Director of Public Works 4/13/2022

Carla Murillo, Procurement Manager 4/13/2022

Chris Tomerlin, Budget Manager 4/14/2022

Jeffrey R. Jurgens, Corporation Counsel 4/18/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 11B Ordinance_FY23 Sidewalk and Curb Ramp Replacement Program Agreement
- PW 11C Agreement_FY23 Sidewalk and Curb Ramp Replacement Program Agreement
- PW 11D Bid Tab_FY23 Sidewalk and Curb Ramp Replacement Program Agreement

ORDINANCE NO. 2022 - ___

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND GILDNER INC. FOR THE FY 2023 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM (Bid #2022-28), IN THE AMOUNT OF $1,070,371.28

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending An agreement with Gildner Inc. (CONTRACTOR) be approved for the FY 2023 Sidewalk and Curb Ramp Replacement Program (PROJECT) in the amount of $1,070,371.28; and

WHEREAS, PROJECT consists of work necessary to build and replace public sidewalks and construct and replace ramps that lead from crosswalks to sidewalks; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the agreement amount, up to the extra work (contingency) amount set forth in the agreement, to the extent the City Manager finds such to be in the best interests of the City.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

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

PASSED this 25th day of April 2022.

APPROVED this ____ day of April 2022.

CITY OF BLOOMINGTON

_____

Mboka Mwilambwe, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

AGREEMENT

THIS AGREEMENT, Made and entered into this **25th day of April, 2022,** by and between, **Gildner Inc.,** first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 21, 2022,** by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2023 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 7, 2022,** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2023 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2023 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **$1,070,371.28** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within by **April 28, 2023**.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to

faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

_____
City Clerk

CITY OF BLOOMINGTON

By:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

[redacted]

Stephen A Gildner
Vice president
George Gildner Inc.

FY 2023 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM
PROJECT NO. 50-13-53002-23-00
Bid No. 2022-28

BID TABULATION

(For complete information covering these items, see plans and specifications)

PREPARED BY : S. LAW
DATE : 4/7/2022

				ENGINEER ESTIMATE		Gildner Inc.		JG Stewart Contractors	
#	DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	52,722	$8.09	$426,520.98	$7.71	$406,486.62	$8.28	$436,538.16
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	7,810	$8.71	$68,025.10	$8.21	$64,120.10	$9.25	$72,242.50
42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	1,015	$9.36	$9,500.40	$8.65	$8,779.75	$9.91	$10,058.65
44000600	SIDEWALK REMOVAL	SQ FT	70,470	$2.14	$150,805.80	$2.10	$147,987.00	$2.51	$176,879.70
60255500	MANHOLES TO BE ADJUSTED	EA	2	$342.40	$684.80	$115.00	$230.00	$350.49	$700.98
60260100	INLETS TO BE ADJUSTED	EA	22	$321.00	$7,062.00	$250.00	$5,500.00	$438.00	$9,636.00
60404300	FRAMES AND GRATES, TYPE 3	EA	29	$642.00	$18,618.00	$605.00	$17,545.00	$657.00	$19,053.00
60500060	REMOVING INLETS	EA	1	$428.00	$428.00	$263.00	$263.00	$438.00	$438.00
X4400500	COMBINATION CURB AND GUTTER REMOVAL (SPECIAL)	LF	2,093	$10.70	$22,395.10	$10.00	$20,930.00	$10.95	$22,918.35
X4420201	PAVEMENT PATCHING (SPECIAL)	SQ YD	5	$117.70	$588.50	$90.00	$450.00	$120.45	$602.25
X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EA	25	$2,033.00	$50,825.00	$1,900.00	$47,500.00	$2,299.50	$57,487.50
BLM00001	EARTH EXCAVATION, SPECIAL	SQ FT	204	$1.07	$218.28	$1.00	$204.00	$2.08	$424.32
BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SQ FT	84	$4.28	$359.52	$4.00	$336.00	$5.80	$487.20
BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SQ FT	1,252	$2.14	$2,679.28	$2.00	$2,504.00	$2.46	$3,079.92
BLM00004	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	SQ FT	100	$9.16	$916.00	$7.81	$781.00	$9.37	$937.00
BLM00005	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	SQ FT	100	$9.78	$978.00	$8.33	$833.00	$10.01	$1,001.00
BLM00006	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	SQ FT	175	$10.05	$1,758.75	$8.85	$1,548.75	$10.16	$1,778.00
BLM00007	PORTLAND CEMENT CONCRETE RAMPS	SQ FT	8,879	$20.33	$180,510.07	$18.00	$159,822.00	$20.81	$184,771.99
BLM00009	DETECTABLE WARNINGS, CAST IN PLACE	SQ FT	1,580	$26.75	$42,265.00	$20.00	$31,600.00	$28.21	$44,571.80
BLM00010	DETECTABLE WARNINGS, BOLT DOWN	SQ FT	10	$37.45	$374.50	$19.45	$194.50	$41.29	$412.90
BLM00011	MONOLITHIC CURB, SPECIAL	LF	10	$37.45	$374.50	$25.00	$250.00	$38.33	$383.30
BLM00012	PAVEMENT REMOVAL, SPECIAL	SQ FT	268	$3.21	$860.28	$3.00	$804.00	$3.29	$881.72
BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	34.4	$29.96	$1,030.62	$27.15	$933.96	$36.68	$1,261.79
BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	SQ FT	4,312	$1.07	$4,613.84	$1.05	$4,527.60	$1.42	$6,123.04
BLM00016	DRAIN TILE STUB, SPECIAL	EA	1	$695.50	$695.50	$650.00	$650.00	$985.50	$985.50
BLM00017	FRAMES AND GRATES, TYPE 50	EA	1	$663.40	$663.40	$730.00	$730.00	$678.90	$678.90
BLM00018	COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)	LF	2,093	$44.94	$94,059.42	$41.00	$85,813.00	$50.37	$105,424.41
BLM00019	BARRIER YARD CURB, SPECIAL	LF	519	$44.94	$23,323.86	$42.00	$21,798.00	$58.04	$30,122.76
BLM00020	RETAINING WALL, SPECIAL	LF	10	$128.40	$1,284.00	$75.00	$750.00	$131.40	$1,314.00
BLM00021	PLANTER RETAINING WALL (SPECIAL)	LF	10	$74.90	$749.00	$50.00	$500.00	$76.65	$766.50
BLM00022	TRAFFIC CONTROL AND PROTECTION, MAJOR STREET	EA	13	$1,070.00	$13,910.00	$1,000.00	$13,000.00	$1,264.73	$16,441.49
1	EXTRA WORK	L SUM	1	$23,000.00	$23,000.00	$23,000.00	$23,000.00	$23,000.00	$23,000.00
				TOTAL	**$1,150,077.50**	**TOTAL**	**$1,070,371.28**	**TOTAL**	**$1,231,402.63**

PUBLIC HEARING

PUBLIC HEARING ITEM NO. 8.A

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact, Ward 7

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

RECOMMENDED MOTION:
None; presentation and public testimony only.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5e. More attractive city: commercial areas and neighborhoods
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 3d. Expanded retail businesses
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
-Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: On Wednesday, March 2, 2022, the Planning Commission held a public hearing and voted 6-1-0 to recommend approval of an annexation agreement proposed by QuikTrip Corporation, for an approximately 80-acre property generally located west of Interstate 55 and south of West Market Street (located on a Tract of Land Being Part of Lots 1-5, 9-10 and 21-23 and all lots 6-8 and 11-16 C. A. Nafziger's Subdivision Being a Part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, 80 Acres More or Less).

The proposed annexation agreement is for the annexation of approximately 80 acres, a portion of which will be developed as a fueling station. As part of the agreement, QuikTrip will be installing significant infrastructure. This includes the extension of Wylie Drive, J.C. Parkway, and improvements to Bloomington Heights Roads, along with new sidewalks and multipurpose path; plus signal modernization and related improvements to allow pedestrians to safely cross Market Street at both Wylie Drive and JC Parkway. Additional improvements include the extension of water and sewer mains. Any oversizing of sanitary sewers required by the City will be paid by the City.

Chapter 8.5 § 203 of the City Code requires that the City Council hold a public hearing prior to adopting an Annexation Agreement. That section requires that the Council approve or reject the Annexation Agreement on the basis of: (1) The facts presented at the public hearings; (2) The recommendations of the Planning Commission; and (3) The recommendations of the City Staff. The hearing is also required by the Illinois Municipal Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 2, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, February 14, 2022. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property. A notification sign was placed on the property. Additionally, the notice for the public hearing at City Council, the subject of this memo, was also published in the *Pantagraph* on Saturday, April 9, 2022.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan (adopted August 2015), Future Land Use map, identifies this section of West Market Street as both a low density

residential and a commercial activity center. The Land Use Priorities map identifies this area as a Tier 2 priority, land immediately adjacent to the City's incorporated area.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/22/2022

Chris Tomerlin, Budget Manager 4/22/2022

Jeffrey R. Jurgens, Corporation Counsel 4/22/2022

Tara Henry, Legislative Assistant & Records Manager 4/22/2022

Attachments:

- E&CD 8B Annexation Agreement_QuikTrip

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 QuikTrip Corporation, hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City. **Owner shall refer to QuikTrip Corporation, their successors, or assigns.**

WHEREAS, Owner is the owner of approximately 88.1 acres, less public right-of-way, with frontage on W. Market Street and hereinafter described on Exhibit "A", which is attached hereto and made a part hereof by this reference (hereinafter "Premises" or "Property"); and

WHEREAS, Owner has submitted a Preliminary Plan of Thompson-QuikTrip Addition, attached hereto as Exhibit "B" (hereinafter "Preliminary Plan"), of how it proposes to develop the Property; and

WHEREAS, the Owner is desirous of having the 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 B-1, General Commercial District, for the front portion (Lots 1, 2, 3, Outlots A, and B) of the Property and remaining acreage (Lot 4) zoned A, Agricultural, upon annexation to the City; and

All Lots referenced shall include any subdivisions thereof.

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 PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit A to the City's corporate limits, no later than 30 days after approval and execution of this Annexation Agreement. The City shall publicize and give such notices and conduct 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.

3. ZONING.

City agrees to rezone the Premises, upon annexation, legally described on Exhibit D (Lot 1), Exhibit E (Lot 2), Exhibit F (Lot 3), Exhibit G (Outlot A), and Exhibit H (Outlot B) to B-1, General Commercial District subsequent to any public hearings required by the City Code. City further agrees to rezone the Premises, upon annexation, legally described on Exhibit I (Lot 4) to A, Agriculture subsequent to any public hearings required by the City Code.

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:

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

A. The Owner shall have the following obligations regarding streets as reflected on the Preliminary Plan attached as Exhibit B:

(1) Wylie Drive

(i) **At the Time of Final Platting Lot 2:** The Owner shall dedicate all right-of-way as is required for the extension of Wylie Drive from Market Street (U.S. 150) to the south of Lot 2 (Up to Keen Crossing).

(ii) **At the Time of Final Platting Lot 2:** Construct Wylie Drive, including a five-foot wide sidewalk on the west side of Wylie Drive, from Market Street (U.S. 150) to the intersection of Keen Crossing.

(iii) **At the Time of Final Platting Lot 2:** Construct a ten-foot-wide multi-use path on the east side of Wylie Drive from Market Street (U.S. 150) to Bloomington Heights Road.

(iv) **At the Time of Final Platting of Lot 4:** Wylie Drive right-of-way shall be dedicated to the southern limits of the Property.

(v) **At the Time of Final Platting of Lot 4:** Construct Wylie Drive, including a five-foot wide sidewalk on the west side of Wylie Drive, from Keen Crossing to the southern limits of Property.

(vi) **At the Time of Final Platting of Lot 4:** Construct a ten-foot wide multi-use path on the east side of Wylie Drive from Bloomington Heights Road to the southern limits of "Property".

(2) J.C. Parkway

(i) **At the Time of Platting of Lot 2:** The Owner shall dedicate all right-of-way as is required for the extension of J. C. Parkway from Market Street (U.S. 150) to the intersection of Keen Crossing.

(ii) **At the Time of Final Platting of Lot 2:** Construct and extend J.C. Parkway, including a five-foot wide sidewalk on the east side of J.C. Parkway, from Market Street (U.S. 150) to the intersection of Keen Crossing.

(iii) **At the Time of Final Platting of Outlot A:** Construct a five-foot wide sidewalk on the west side of J.C. Parkway from Market Street (U.S. 150) to the intersection of Keen Crossing.

(3) Bloomington Heights Road

(i) **At the Time of Final Platting of Lot 2:** Construct and extend Bloomington Heights Road from the intersection of the extension of Wylie Drive to the eastern limits of Outlot B.

(ii) **At the Time of Final Platting of Lot 3:** Construct a ten-foot wide multi-use path on the north side of Bloomington Heights Road from the intersection of Wylie Drive to the eastern limits of Outlot B.

(iii) **At the Time of Final Platting of Lot 4:** Construct a five-foot wide sidewalk on the south side of Bloomington Heights Road from the intersection of Wylie Drive to the eastern limits of Lot 4.

(4) Keen Crossing

(i) **At the time of Final Platting of Lot 2:** The Owner shall dedicate all right-of-way as is required for Keen Crossing on the south side of Lot 2, from the Wylie Drive extension west to the western edge of the Property.

(ii) **At the time of Final Platting of Lot 2:** Construct Keen Crossing, including a five-foot wide sidewalk along the north side, from Wylie Drive to the intersection of J.C. Parkway.

(iii) **At the Time of Final Platting of Lot 4:** Construct a five-foot wide sidewalk on the south side of Keen Crossing from Wylie Drive to the western edge of the Property.

(iv) **At the Time of Final Platting of Outlot A:** Construct Keen Crossing, including a five-foot wide sidewalk along the north side, from the intersection of J.C. Parkway to the western edge of the Property.

(5) Market Street (U.S. 150)

(i) *Intersection Design Studies*.

(a) **At the Time of Preliminary Plan Approval:** The Owner shall complete and file for approval, with the Illinois Department of Transportation (hereinafter referred to as "IDOT") and the City of Bloomington, Intersection Design Studies for the Market Street (U.S. 150) – J.C. Parkway intersection and the Market Street (U.S. 150) – Wylie Drive intersection. The Intersection Design Studies shall include improvements for pedestrians to safely cross both intersections in north-south and east-west directions. Both intersections shall provide for one east/west crossing on the south side of the intersection and one north/south crossing on the east side of the intersection.

(b) **At the Time of Final Platting of Lot 2:** The Owner shall dedicate all right-of-way (by Final Plat or separate document) as is required for the reconfiguration of the Market Street (U.S. 150) - J.C. Parkway intersection and the Market Street (U.S. 150) – Wylie Drive intersection as determined by the Intersection Design Studies that is approved and agreed upon by IDOT, the City and the Owner.

(c) **At the Time of Final Platting of Lot 2:** Construct the necessary infrastructure modifications directly associated with the Property as necessary to meet the requirements of the Intersection Design Studies as made necessary by the development that are approved and agreed upon by IDOT, the City and the Owner.

(ii) **At the time of Final Platting of Lot 2:** Construct a five-foot wide sidewalk on the south side of Market Street (U.S. 150) from J.C. Parkway to Wylie Drive.

B. Amended Preliminary Plan for Lot 4: Lot 4 is subject to an Amended Preliminary Plan as indicated on the Preliminary Plan (Exhibit B). Lot 4 is subject to the following:

(1) sewer and easement dedications as depicted on the Preliminary Plan (Exhibit B); and

(2) the extension of Wylie Drive to the south limits of "Property". City agrees to amend the Preliminary Plan to modify the location of future road extensions as long as the proposed new locations comply with the City Code and the *McLean County Long-Range Metropolitan Transportation Plan 2045* and Owner dedicates the new right-of-way.

C. Public Water Improvements: The Owner shall have the following obligations regarding water improvements.

(1) Right-of-Way. All necessary water mains shall be built within dedicated public right-of-way or dedicated easements as depicted in the Preliminary Plan (Exhibit B).

(2) Improvement Obligations.

(a) **At the Time of Final Platting of Lot 4:** Build necessary water main extensions to serve Lot 4. Any oversizing of water mains, in excess of 8", as required by the City, shall be paid by the City.

(b) **Tap On Fees for Public Water Improvements are Waived:** The City shall waive any and all tap on fees for Lots 1, 2, and 3 for public water improvements on the Property.

D. Public Sanitary Sewer Improvements: The owner shall have the following obligations regarding sanitary sewer improvements.

(1) Right-of-Way. All necessary sanitary sewers shall be built within dedicated public right-of-way or dedicated easements as depicted in the Preliminary Plan (Exhibit B).

(2) Improvement Obligations.

(a) **At the Time of Platting of Lot 2:** Build necessary sanitary sewer extensions to serve Lots 1, 2, and 3 as depicted in the Preliminary Plan (Exhibit B) extending up from the existing sanitary

sewer at Constitution Trail south of Washington Street. Any oversizing of sanitary sewers, as required by the City, shall be paid by the City.

(b) **At the Time of Final Platting of Lot 4:** Build any additional sanitary sewer main extensions to serve Lot 4. Any oversizing of sanitary sewers, as required by the City, shall be paid by the City.

(c) **Tap On Fees for Sanitary Sewer are Waived:** The City shall waive any and all tap on fees for Lots 1, 2, and 3 for sanitary sewers on the Property.

E. Storm Water Detention. All Lots shall meet the City's storm water detention requirements. Storm water basins shall be "dry bottom" basins. The basins shall be privately maintained. Basin design shall ensure outfall stormwater does not create adverse impacts to downstream properties. Lots 1 and 2 are to have a combined detention system which is to be maintained by Owner in accordance with a recorded private maintenance agreement. All other lots will be responsible for providing their own privately maintained stormwater detention facility per city requirements.

F. This Agreement shall be contingent upon the City approving the Preliminary Plan (Exhibit B) for the Premises filed herewith.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owners shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owners, 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 Premises to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. **OUTLOT B TO BE USED FOR OFF PREMISE SIGNAGE AND DETENTION**

Owner shall be entitled to use Outlot B for off premises signage to advertise any business being operated on the Property in the Owner's sole discretion. The City will approve and accept a high rise sign having a maximum height of 150 feet to be constructed in a manner that is substantially similar to the signage plans and specifications set forth in Exhibit J. Owner shall comply with the IDOT rules and regulations in installing and maintaining signage on Outlot B. Outlot B may also be used by Owner for water detention purposes for the benefit of Lot 3.

8. 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.

9. VIDEO GAMING

Upon proper application thereof, and receipt of payment of fees required, the City shall take the necessary actions to ensure a video gaming license is available and issued if a truck stop is developed on Lot 2 of the Subject Property. Owner's application shall meet the requirements of the City Code pertaining to video gaming which is in effect as of the date of the adoption of this Agreement and Owner shall be required to comply with the City Code provisions on video gaming.

10. 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.

11. 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:

To the City of Bloomington, Illinois ("City"):

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

To QuikTrip Corporation ("Owner"):

QuikTrip Corporation
Attn: RE Department
2255 Bluestone
St. Charles, MO 63303

With a Copy to:

QuikTrip Corporation
Attn: Legal Department
4777 South 129th East Avenue
Tulsa, OK 74134

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

12. 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.

13. 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 Owners that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent 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 Owners will (a) result in a breach or default under any agreement to which the Owners are 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 Owners 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 Owners.

O. Recording. After the Owners have 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.

P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2022, at Bloomington, Illinois.

CITY OF BLOOMINGTON

By:_____
Mboka Mwilambwe, Mayor

Attest:

By:_____
City Clerk

OWNER:

QUIKTRIP CORPORATION

By: _____
Jarod Mendez,
Division Real Estate Manager

EXHIBIT A

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-21

Annexation Description Lot 1

A Tract of land being part of Lot 1 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050.00 feet and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point being the point of beginning of the tract being described; thence North 00 degrees 47 minutes 03 seconds West a distance of 254.27 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence leaving JC Parkway South 74 degrees 12 minutes 47 seconds East along said West Market Street a distance of 269.82 feet to a point; thence leaving the South right of way line of said West Market Street South 11 degrees 48 minutes 15 seconds West a distance of 206.25 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 38.33 feet to a point; thence South 11 degrees 48 minutes 12 seconds West a distance of 23.16 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 175.42 feet to the point of beginning and containing 1.30 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO, MISSOURI
STATE OF ILLINOIS
12-22-2021

Annexation Description Lot 3

A Tract of land being part of Lots 1-4 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence along a curve to the Left having a radius of 883.94 feet an arc length of 202.81 feet the chord bearing and distance being North 71 degrees 03 minutes 40 seconds West 202.31 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West a distance of 1078.25 feet to a point of curve; thence along a curve to the Right having a radius of 30.00 feet the arc length being 47.12 feet the chord bearing and distance being North 33 degrees 01 minutes 37 seconds West 42.43 feet to a point of tangency; thence North 11 degrees 58 minutes 23 seconds East a distance of 235.00 feet to a point; thence leaving the Bloomington Heights Road South 78 degrees 01 minutes 37 seconds East along the south line of Market Street (AKA US 150 and State Highway 9 width varies) a distance of 785.04 feet to a point; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 250.10 feet to the place of beginning and containing 7.55 acres more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Out Lot "A"

A Tract of land being part of Lots 5 and 6 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord earing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence North 78 degrees 01 minutes 37 seconds West a distance of 100.00 feet to a point on the West right of way line of JC Parkway and being the point of beginning of the tract being described; thence continuing along Public Street "A" North 78 degrees 01 minutes 37 seconds West a distance of 118.43 feet to a point on the line common to Range 1 and Range 2 East of the Third principal Meridian; thence leaving said Public Street "A" North 00 degrees 58 minutes 07 seconds West along said Range Line a distance of 680.85 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence South 74 degrees 12 minutes 47 seconds East a distance of 172.24 feet to a point; thence leaving said South line South 00 degrees 47 minutes 03 seconds East along the West line of JC Parkway a distance of 342.38 feet to a point of curve; thence along a curve to the Right having a radius of 950.00 feet, arc of 211.52 feet and the chord bearing and distance of South 05 degrees 35 minutes 40 seconds West 211.08 feet to a point of tangency; thence South 11 degrees 58 minutes 23 seconds West a distance of 108.40 feet to the point of beginning and containing 2.41 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO, MISSOURI
STATE OF ILLINOIS
12-22-2021

Annexation Description Out Lot "B"

A Tract of land being part of Lots 1-2 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence North 00 degrees 08 minutes 05 seconds West a distance of 250.10 feet to a point on the south line of West Market Street (aka US 150 & State Street 9 width varies); thence South 54 degrees 29 minutes 58 seconds East a distance of 124.06 feet to a point; thence south 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence leaving said right of way South 38 degrees 51 minutes 31 seconds West a distance of 65.95 to a point on the North right of way of Bloomington Heights road as previously mentioned; thence along a curve to the Left having a radius of 833.94 feet an arc length of 228.02 feet the chord bearing and distance being North 56 degrees 15 minutes 40 seconds West 227.31 feet to the point of beginning and containing 43,167 square feet or 0.99 acres.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003710
MILLGROVE MISSOURI
STATE OF ILLINOIS

Annexation Description Lot 4

A Tract of land being part of Lots 3-4, 9-10 and 21-23 and All Lots 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows: 12-22-2021

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records, a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Section line North 00 degrees 58 minutes 07 seconds West a distance of 1381.23 feet to a point in the Southern right of way line Public Street "A"; thence leaving the West line of Section 6 South 78 degrees 01 minutes 37 seconds East along the South line of said Public Street "A" (100 feet wide) a distance of 756.40 feet to a point on the West line of Wylie Drive (100 feet wide); thence leaving said Public Street "A" South 11 degrees 58 minutes 23 seconds West along the said West Line of Wylie Drive a distance of 76.25 feet to a point; thence leaving said West line South 78 degrees 01 minutes 37 seconds East a distance of 100 feet to a point on the East line of said Wylie Drive; thence North 11 degrees 58 minutes 23 seconds East along the East line a distance of 399.34 feet to a point; thence leaving the West line of said Drive North 56 degrees 58 minutes 23 seconds East a distance of 35.36 feet to a point on the South line of Bloomington Heights Road (130 feet wide); thence South 78 degrees 01 minutes 37 seconds East along said Bloomington Heights Road a distance of

1103.41 feet to a point of curve; thence along a curve to the right having a radius of 703.94 feet an arc distance of 175.29 feet and a chord bearing and distance of South 70 degrees 53 minute 37 seconds East a distance of 174.83 feet to the point of beginning and containing 59.51 Acres, more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

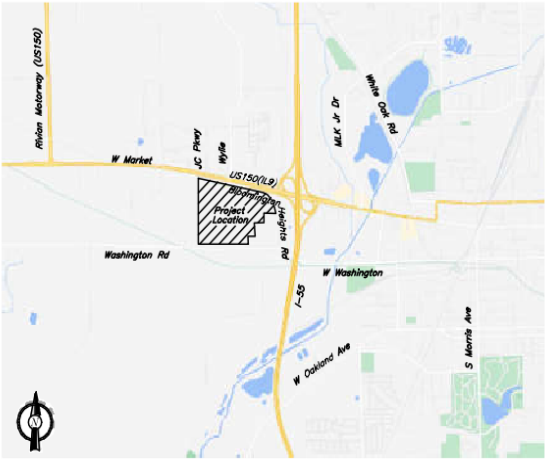
EXHIBIT B

Draft v.5.2

THOMPSON–QUIKTRIP ADDITION
PRELIMINARY PLAN

Bloomington, McLean County, Illinois

NW1/4 S6, T23N, R2E



Vicinity Map
N.T.S.

INDEX SHEETS	
NO.	ILE
C01	COVER SHEET
C02	ANNEXATION PLAT (EXHIBIT A)
C03	PRELIMINARY PLAN (EXHIBIT B)
C04	PRELIMINARY PLAN GRADING

NOTES:

1. THIS PROPERTY IS CURRENTLY UNINCORPORATED AND IS BEING ANNEXED INTO THE CITY LIMITS OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS. THE PROPERTY CONTAINS 83.263 ACRES AND IS TO BE SUBDIVIDED INTO 4 LOTS AND 2 OUTLOTS.
2. THE PROPERTY IS CURRENTLY UNZONED. LOTS 1, 2, 3, AND OUTLOTS A & B WILL BE REZONED TO B-1 (GENERAL HIGHWAY BUSINESS DISTRICT). LOT 4 WILL BE REZONED TO A (AGRICULTURE).
3. "OUTLOT A" SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS.
4. LOT 1 & LOT 2 WILL HAVE A STORMWATER DETENTION FACILITY THAT WILL BE MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS. ALL OTHER LOTS WILL BE RESPONSIBLE FOR PROVIDING THEIR OWN PRIVATELY MAINTAINED STORMWATER DETENTION FACILITY PER CITY REQUIREMENTS.
5. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON BY PLAT OR REPLAT. ALL SANITARY SEWERS, STORM SEWERS AND WATER MAINS SHALL BE PLACED IN PUBLIC EASEMENTS OR PUBLIC RIGHT-OF-WAYS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON.
6. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY PROVIDED BY HEIDEMAN ASSOCIATES INC.
7. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 17011 3C0481E, DATED JULY 16, 2008.
8. ALL PUBLIC STREETS, SIDEWALKS AND MULTI-USE PATHS (TRAILS) SHALL BE CONSTRUCTED TO MEET CITY OF BLOOMINGTON REQUIREMENTS. BONDS SHALL BE PROVIDED FOR SAID PUBLIC IMPROVEMENTS AS SET FORTH IN THE CITY CODE.

FLOOD CERTIFICATION:

Areas of minimal flood hazard – Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel No. 17011 3C0481E, Effective Date July 16, 2008.

PROJECT BENCHMARK

BENCHMARK –USGS Bloomington West D-163, PID LC1002, McLean County, IL EL 756.10
Located about 2 miles west along the New York Central Railroad from the freight station of Bloomington, at a private gravel road crossing, 27.5 feet South of South rail; 39 feet Southeast of center of crossing, 49 feet East of center line of road, 12 feet North of center line of a drive East to a house, 12 feet East of the eighth telephone pole East of mile post MD 168, 2 feet North of a fence line, 2 feet Northeast of a white wooden milepost post, about 2 feet above level of track and set in the top of a concrete post projecting 4 inches.

Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic.

NOTE: CONSTRUCTION STAKING SURVEYOR SHALL VERIFY HORIZONTAL & VERTICAL CONTROLS PRIOR TO COMMENCING PROJECT STAKING ACTIVITIES.

ILLINOIS PROFESSIONAL ENGINEER

MIDWEST DESIGN GROUP KANSAS CITY, LLC
DESIGN FIRM REGISTRATION NO. 184.008600-0002
EXP. DATE: 04-30-2023

BY: _____
DARLA K. HOLMAN, P.E.
PROFESSIONAL ENGINEER 062.072191
EXP. DATE: 11-30-2023

DARLA K. HOLMAN 062-072191 PROFESSIONAL ENGINEER ILLINOIS

DATE: _____

PROJECT CONTACT LIST:

SURVEYOR OF RECORD	ENGINEER OF RECORD	QT RE PROJECT MANAGER	QT CIVIL PROJECT MANAGER
MARK W. WILEY, PLS	DARLA K. HOLMAN, P.E.	GWEN KEEN	JEFF LORD, P.E.
SWT DESIGN, INC.	MIDWEST DESIGN GROUP KC	QUIKTRIP CORPORATION	QUIKTRIP CORPORATION
7722 BIG BEND BLVD	P.O. BOX 860015	2255 BLUESTONE	CORPORATE OFFICE
ST LOUIS, MO 63119	SHAWNEE, KANSAS 66286-0015	ST. CHARLES, MO 63303	4705 SOUTH 129TH E AVE
CELL: (314) 220-3425	TEL: (913) 248-9385	TEL: (636) 627-0003	TULSA, OK 74134-7008
markw@swtdesign.com	CELL: (913) 530-4706	CELL: (314) 795-4803	TEL: (918) 615-7376
	darla@mdg-kc.com	gkeen@quiktrip.com	jlord@quiktrip.com

PLANNING COMMISSION APPROVAL

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the Thompson–Quiktrip Additions shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____, 2022

By: _____
Chairman

By: _____
Executive Secretary

CITY COUNCIL APPROVAL

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMIGTON, ILLINOIS:

"The Preliminary Plan of the Thompson–QuikTrip Addition shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A (if any), which is attached hereto."

The City Council of Bloomington, Illinois

Date: _____, 2022

By: _____

Attest:

_____
City Clerk

LEGEND:

DESCRIPTION	PROPOSED	EXISTING
STORM 12" & UP		
STORM <12"	— ST —	— st —
UNDER CURB/PAVEMENT DRAIN	— UCP —	
STORM SEWER CLEANOUT	CO	CO
CURB INLET	CI	CI
JUNCTION BOX	JB	JB
GRATE INLET	GI	GI
WATER	— WTR —	— wtr —
FIRE HYDRANT	FH	FH
WATER METER	— W —	— W —
WATER VALVE	— W —	— W —
OVERHEAD ELECTRICAL	— OHE —	— ohe —
UNDERGROUND ELECTRICAL	— UGE —	— uge —
POWER POLE	PP	PP
PUBLIC STREET LIGHT POLE	— LP	— LP
OVERHEAD TELEPHONE	— OHT —	— oht —
UNDERGROUND TELEPHONE	— UGT —	— ugt —
TELEPHONE MANHOLE	TELE MH	TELE MH
FIBER OPTIC CABLE	— UFOC —	— ufoc —

DESCRIPTION	PROPOSED	EXISTING
QT SINGLE LIGHT FIXTURE		
QT DOUBLE LIGHT FIXTURE		
SANITARY SEWER	— SS —	— ss —
SANITARY SEWER MANHOLE	SSMH	SSMH
SANITARY SEWER CLEANOUT	CO	CO
GAS	— GAS —	— gas —
BENCHMARK		
FENCE	—//—	—//—
PROPERTY LINE		
CONCRETE CURB AND GUTTER		
MOUNTABLE CURB W/ RADIUS PROTECTOR		
PARKING SPACE INDICATOR		
MULTIPLE PRODUCT AUTO DISPENSER WITH CANOPY COLUMN & BOLLARDS		
LANDSCAPE BED		LB
ELECTRICAL TRANSFORMER		TFM
FUEL SYSTEM TRANSITION SUMP		

DRAFT — ILLINOIS LICENSED PROFESSIONAL ENGINEER

PROJECT NO.: [illegible]

MDG Midwest Design Group Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P: 913.248.9385

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: [illegible]
DIVISION: [illegible]
VERSION: [illegible]
DESIGNED BY: [illegible]
DRAWN BY: [illegible]
REVIEWED BY: [illegible]

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 01/14/2022

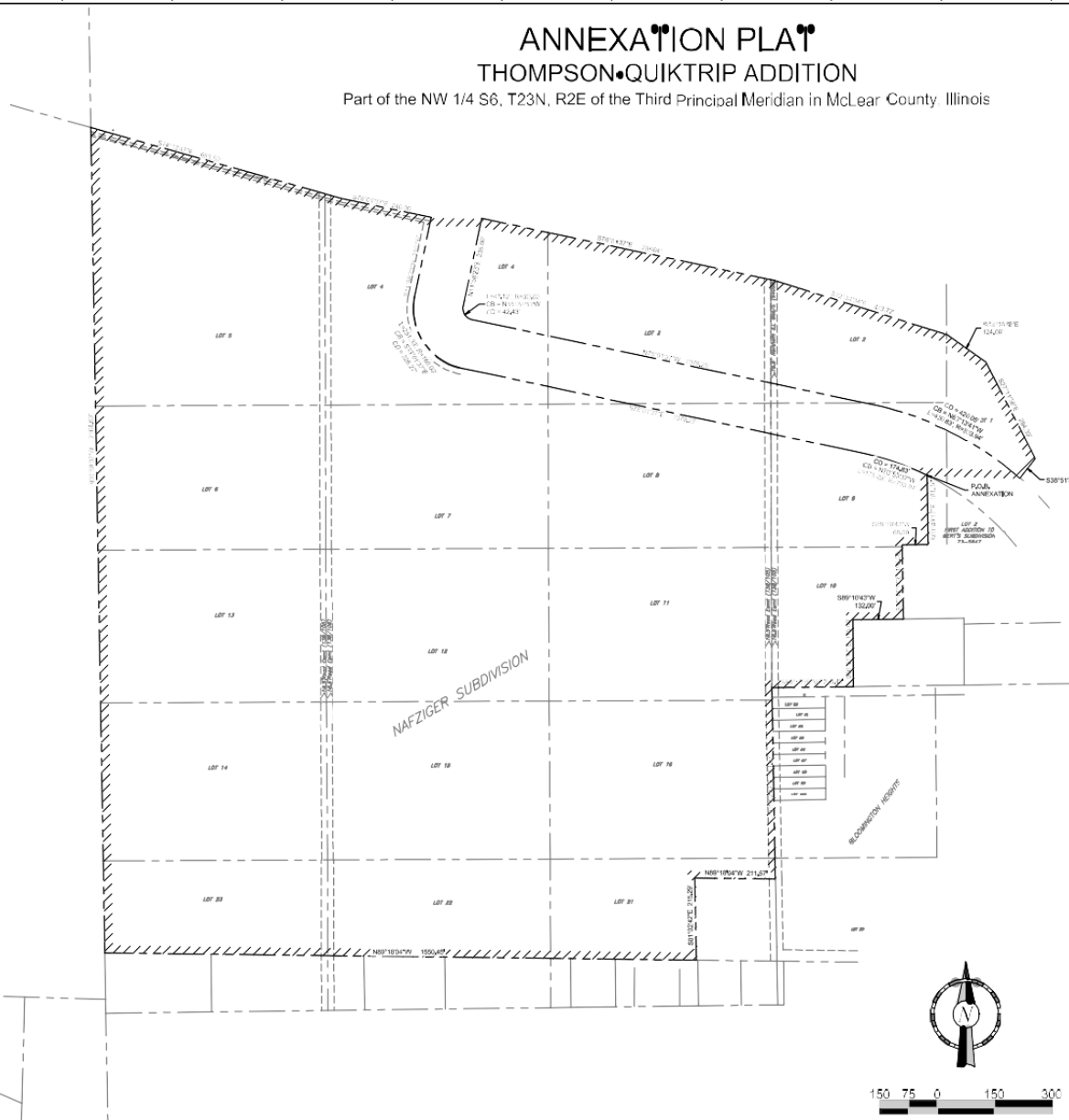
SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C01

ANNEXATION PLAT

THOMPSON•QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois



LEGEND

— — —	PROPERTY BOUNDARY LINE
— — —	ADJACENT LOT LINES
— — —	FORMER PLAT LOT LINES
— — —	EASEMENT LINES
/ / / /	LIMITS OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING

This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St. Louis, Missouri

Design Firm Registration
#184–008401

Mark W. Wiley PLS # 035-003713
10-25-2021

DRAFT

PROJECT NO.: 2019-7193

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

PROTOTYPE: 7+ Site
DIVISION: 100
VERSION: 100
DESIGNED BY: SWT
DRAWN BY: SWT
REVIEWED BY: N

REV	DATE	DESCRIPTION

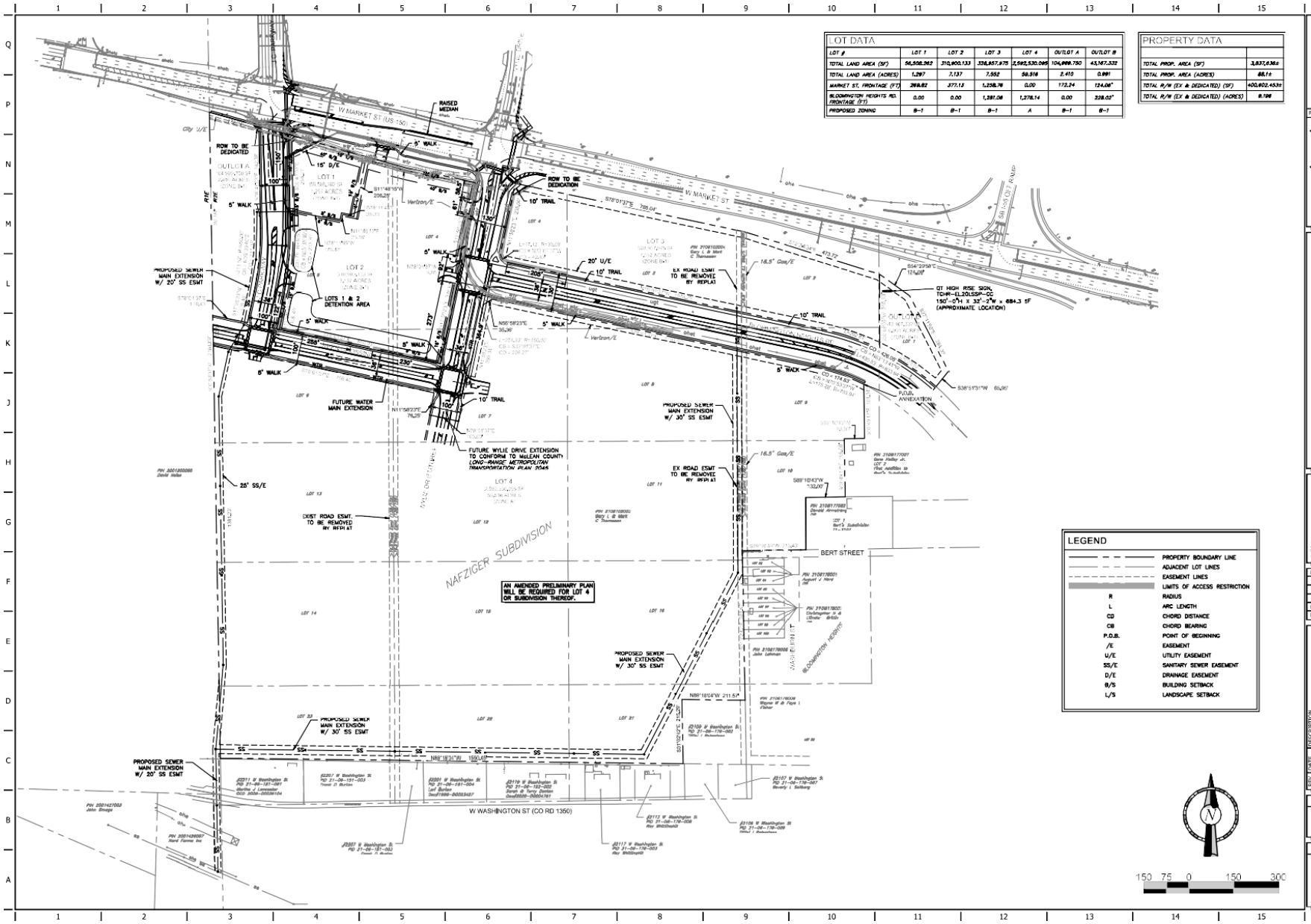
ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE: ANNEXATION PLAT

SHEET NUMBER: C02

EXHIBIT A

Draft v.5.2



LOT DATA						
LOT #	LOT 1	LOT 2	LOT 3	LOT 4	OUTLOT A	OUTLOT B
TOTAL LAND AREA (SF)	56,508.262	310,900.133	326,857.975	2,592,530.095	104,999.750	43,167.332
TOTAL LAND AREA (ACRES)	1.297	7.137	7.502	59.516	2.410	0.991
MARKET ST. FRONTAGE (FT)	299.82	377.13	1,258.78	0.00	172.24	124.06'
BLOOMINGTON HEIGHTS RD. FRONTAGE (FT)	0.00	0.00	1,281.08	1,278.14	0.00	228.02'
PROPOSED ZONING	B-1	B-1	B-1	A	B-1	B-1

PROPERTY DATA	
TOTAL PROP. AREA (SF)	3,837,036±
TOTAL PROP. AREA (ACRES)	88.1±
TOTAL R/W (EX & DEDICATED) (SF)	400,802.453±
TOTAL R/W (EX & DEDICATED) (ACRES)	9.19±

DRAFT

PROJECT NO.: 2194-7193

MDG Midwest Design Group Kansas City

19 QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

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PROTOTYPE: PA-06A
DIVISION: BP
VERSION: 1.0
DESIGNED BY: CDT
DRAWN BY: CDT
REVIEWED BY: TL

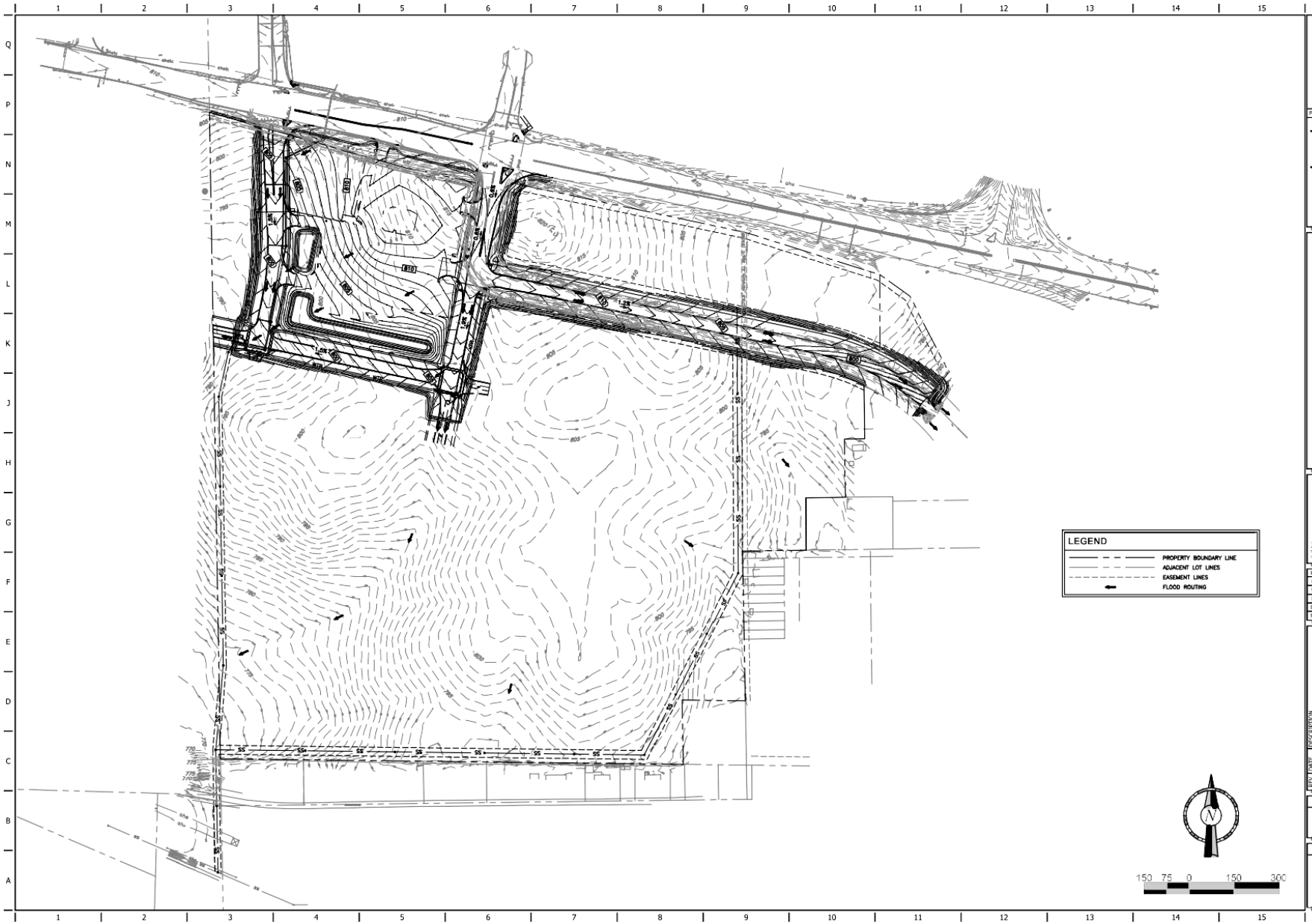
REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE: PRELIMINARY PLAN

SHEET NUMBER: C03

EXHIBIT B

Draft v.5.2



DRAFT

PROJECT NO.

MDG
Midwest Design Group
Kansas City

20 QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

PROTOTYPE:
DIVISION:
VERSION:
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN
GRADING

SHEET NUMBER:
C04

REGULAR AGENDA

REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

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

RECOMMENDED MOTION:
The proposed Resolution be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5e. More attractive city: commercial areas and neighborhoods
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 3d. Expanded retail businesses
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
-Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: QuikTrip Corporation has submitted a request for approval of an annexation agreement for an approximately 80 acre property generally located west of Interstate 55 and south of West Market Street. Of the 80 acres, approximately 15 acres nearest West Market Street are proposed to be divided into three commercial lots with related infrastructure upgrades. There are no immediate plans to develop the remaining approximately 65 acres. This is depicted on the draft Preliminary Plan, which is included as an exhibit to the proposed Annexation Agreement. Additionally, upon annexation, the first three lots are proposed to be zoned B-1 (General Commercial) District; the remaining acreage would be zoned A (Agriculture) District.

On Wednesday, March 2, 2022, the Planning Commission held a public hearing and voted 6-1-0 to recommend approval of the annexation agreement and zoning map amendment. The recommendation is consistent with the staff recommendation.

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

Chapter 8.5, § 203 of the City Code requires that the City Council hold a public hearing prior to adopting an annexation agreement. That section requires that the Council approve or reject the annexation agreement on the basis of: (1) The facts presented at the public hearing; (2) The recommendations of the Planning Commission; and (3) The recommendations of the City Staff.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 2, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, February 14, 2022. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property. A notification sign was placed on the property. Additionally, the notice for the public hearing at City Council was also published in the *Pantagraph* on Saturday, April 9, 2022.

FINANCIAL IMPACT: The proposed annexation and zoning map amendment will allow for investment and development of vacant property adding to the City's tax base, motor vehicle fuel tax, result in job creation and potentially increasing future revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of West Market Street as both a low density residential and a commercial activity center. The Land Use Priorities map identifies this area as a Tier 2 priority, land immediately adjacent to the City's incorporated area, and with access to all City services. This area is also identified as an emerging neighborhood boundary. The Tier 2 priority would imply an intent to annex the property in the near future. The portion of the property proposed for a B-1 zoning map amendment supports the following Comprehensive Plan goals: ED-1.2 Leverage community assets in attracting business. ED-4.4 Evaluate commercial land use needs in the context of changing economic trends. CF-1. Continue to provide quality public facilities and services.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 3/21/2022

F. Scott Rathbun, Finance Director 3/22/2022

George Boyle

George Boyle, Assistant Corporation Counsel 4/21/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- E&CD 1B Resolution Z-12-21
- E&CD 1C Resolution Exhibit A - Annexation Agreement Z-12-21
- E&CD 1D Staff Report Z-12-21

- E&CD 1E Aerial Map Z-12-21
- E&CD 1F Zoning Map Z-12-21
- E&CD 1G City Boundary Map Z-12-21
- E&CD 1H PC DRAFT Minutes 030222 Z-12-21

RESOLUTION NO. 2022 – _____

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT WITH QUIKTRIP CORPORATION FOR LAND LOCATED WEST OF I-55 AND SOUTH OF WEST MARKET STREET, IN MCLEAN COUNTY, ILLINOIS, CONSISTING OF 80 ACRES MORE OR LESS

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a request for approval of an annexation agreement; and

WHEREAS, a copy of the proposed agreement is attached hereto, labelled "Exhibit A" and made a part hereof by this reference; and

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing on said annexation agreement and determined said agreement to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended that the City Council of the City of Bloomington approve said Agreement; and

WHEREAS, the City Council finds it is in the best interests of the City to approve the proposed annexation agreement.

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

Section 1. Recitals. The above recitals are incorporated into this Section 1 as if fully stated herein.

Section 2. Annexation Agreement. The City Council hereby approves the annexation agreement and authorizes the Mayor to execute said agreement.

Section 3. Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Annexation Agreement

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 QuikTrip Corporation, hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City. **Owner shall refer to QuikTrip Corporation, their successors, or assigns.**

WHEREAS, Owner is the owner of approximately 88.1 acres, less public right-of-way, with frontage on W. Market Street and hereinafter described on Exhibit "A", which is attached hereto and made a part hereof by this reference (hereinafter "Premises" or "Property"); and

WHEREAS, Owner has submitted a Preliminary Plan of Thompson-QuikTrip Addition, attached hereto as Exhibit "B" (hereinafter "Preliminary Plan"), of how it proposes to develop the Property; and

WHEREAS, the Owner is desirous of having the 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 B-1, General Commercial District, for the front portion (Lots 1, 2, 3, Outlots A, and B) of the Property and remaining acreage (Lot 4) zoned A, Agricultural, upon annexation to the City; and

All Lots referenced shall include any subdivisions thereof.

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 PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit A to the City's corporate limits, no later than 30 days after approval and execution of this Annexation Agreement. The City shall publicize and give such notices and conduct 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.

3. ZONING.

City agrees to rezone the Premises, upon annexation, legally described on Exhibit D (Lot 1), Exhibit E (Lot 2), Exhibit F (Lot 3), Exhibit G (Outlot A), and Exhibit H (Outlot B) to B-1, General Commercial District subsequent to any public hearings required by the City Code. City further agrees to rezone the Premises, upon annexation, legally described on Exhibit I (Lot 4) to A, Agriculture subsequent to any public hearings required by the City Code.

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:

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

A. The Owner shall have the following obligations regarding streets as reflected on the Preliminary Plan attached as Exhibit B:

(1) Wylie Drive

(i) **At the Time of Final Platting Lot 2:** The Owner shall dedicate all right-of-way as is required for the extension of Wylie Drive from Market Street (U.S. 150) to the south of Lot 2 (Up to Keen Crossing).

(ii) **At the Time of Final Platting Lot 2:** Construct Wylie Drive, including a five-foot wide sidewalk on the west side of Wylie Drive, from Market Street (U.S. 150) to the intersection of Keen Crossing.

(iii) **At the Time of Final Platting Lot 2:** Construct a ten-foot-wide multi-use path on the east side of Wylie Drive from Market Street (U.S. 150) to Bloomington Heights Road.

(iv) **At the Time of Final Platting of Lot 4:** Wylie Drive right-of-way shall be dedicated to the southern limits of the Property.

(v) **At the Time of Final Platting of Lot 4:** Construct Wylie Drive, including a five-foot wide sidewalk on the west side of Wylie Drive, from Keen Crossing to the southern limits of Property.

(vi) **At the Time of Final Platting of Lot 4:** Construct a ten-foot wide multi-use path on the east side of Wylie Drive from Bloomington Heights Road to the southern limits of "Property".

(2) J.C. Parkway

(i) **At the Time of Platting of Lot 2:** The Owner shall dedicate all right-of-way as is required for the extension of J. C. Parkway from Market Street (U.S. 150) to the intersection of Keen Crossing.

(ii) **At the Time of Final Platting of Lot 2:** Construct and extend J.C. Parkway, including a five-foot wide sidewalk on the east side of J.C. Parkway, from Market Street (U.S. 150) to the intersection of Keen Crossing.

(iii) **At the Time of Final Platting of Outlot A:** Construct a five-foot wide sidewalk on the west side of J.C. Parkway from Market Street (U.S. 150) to the intersection of Keen Crossing.

(3) Bloomington Heights Road

(i) **At the Time of Final Platting of Lot 2:** Construct and extend Bloomington Heights Road from the intersection of the extension of Wylie Drive to the eastern limits of Outlot B.

(ii) **At the Time of Final Platting of Lot 3:** Construct a ten-foot wide multi-use path on the north side of Bloomington Heights Road from the intersection of Wylie Drive to the eastern limits of Outlot B.

(iii) **At the Time of Final Platting of Lot 4:** Construct a five-foot wide sidewalk on the south side of Bloomington Heights Road from the intersection of Wylie Drive to the eastern limits of Lot 4.

(4) Keen Crossing

(i) **At the time of Final Platting of Lot 2:** The Owner shall dedicate all right-of-way as is required for Keen Crossing on the south side of Lot 2, from the Wylie Drive extension west to the western edge of the Property.

(ii) **At the time of Final Platting of Lot 2:** Construct Keen Crossing, including a five-foot wide sidewalk along the north side, from Wylie Drive to the intersection of J.C. Parkway.

(iii) **At the Time of Final Platting of Lot 4:** Construct a five-foot wide sidewalk on the south side of Keen Crossing from Wylie Drive to the western edge of the Property.

(iv) **At the Time of Final Platting of Outlot A:** Construct Keen Crossing, including a five-foot wide sidewalk along the north side, from the intersection of J.C. Parkway to the western edge of the Property.

(5) Market Street (U.S. 150)

(i) *Intersection Design Studies*.

(a) **At the Time of Preliminary Plan Approval:** The Owner shall complete and file for approval, with the Illinois Department of Transportation (hereinafter referred to as "IDOT") and the City of Bloomington, Intersection Design Studies for the Market Street (U.S. 150) – J.C. Parkway intersection and the Market Street (U.S. 150) – Wylie Drive intersection. The Intersection Design Studies shall include improvements for pedestrians to safely cross both intersections in north-south and east-west directions. Both intersections shall provide for one east/west crossing on the south side of the intersection and one north/south crossing on the east side of the intersection.

(b) **At the Time of Final Platting of Lot 2:** The Owner shall dedicate all right-of-way (by Final Plat or separate document) as is required for the reconfiguration of the Market Street (U.S. 150) - J.C. Parkway intersection and the Market Street (U.S. 150) – Wylie Drive intersection as determined by the Intersection Design Studies that is approved and agreed upon by IDOT, the City and the Owner.

(c) **At the Time of Final Platting of Lot 2:** Construct the necessary infrastructure modifications directly associated with the Property as necessary to meet the requirements of the Intersection Design Studies as made necessary by the development that are approved and agreed upon by IDOT, the City and the Owner.

(ii) **At the time of Final Platting of Lot 2:** Construct a five-foot wide sidewalk on the south side of Market Street (U.S. 150) from J.C. Parkway to Wylie Drive.

B. Amended Preliminary Plan for Lot 4: Lot 4 is subject to an Amended Preliminary Plan as indicated on the Preliminary Plan (Exhibit B). Lot 4 is subject to the following:

(1) sewer and easement dedications as depicted on the Preliminary Plan (Exhibit B); and

(2) the extension of Wylie Drive to the south limits of "Property". City agrees to amend the Preliminary Plan to modify the location of future road extensions as long as the proposed new locations comply with the City Code and the *McLean County Long-Range Metropolitan Transportation Plan 2045* and Owner dedicates the new right-of-way.

C. Public Water Improvements: The Owner shall have the following obligations regarding water improvements.

(1) Right-of-Way. All necessary water mains shall be built within dedicated public right-of-way or dedicated easements as depicted in the Preliminary Plan (Exhibit B).

(2) Improvement Obligations.

(a) **At the Time of Final Platting of Lot 4:** Build necessary water main extensions to serve Lot 4. Any oversizing of water mains, in excess of 8", as required by the City, shall be paid by the City.

(b) **Tap On Fees for Public Water Improvements are Waived:** The City shall waive any and all tap on fees for Lots 1, 2, and 3 for public water improvements on the Property.

D. Public Sanitary Sewer Improvements: The owner shall have the following obligations regarding sanitary sewer improvements.

(1) Right-of-Way. All necessary sanitary sewers shall be built within dedicated public right-of-way or dedicated easements as depicted in the Preliminary Plan (Exhibit B).

(2) Improvement Obligations.

(a) **At the Time of Platting of Lot 2:** Build necessary sanitary sewer extensions to serve Lots 1, 2, and 3 as depicted in the Preliminary Plan (Exhibit B) extending up from the existing sanitary

sewer at Constitution Trail south of Washington Street. Any oversizing of sanitary sewers, as required by the City, shall be paid by the City.

(b) **At the Time of Final Platting of Lot 4:** Build any additional sanitary sewer main extensions to serve Lot 4. Any oversizing of sanitary sewers, as required by the City, shall be paid by the City.

(c) **Tap On Fees for Sanitary Sewer are Waived:** The City shall waive any and all tap on fees for Lots 1, 2, and 3 for sanitary sewers on the Property.

E. Storm Water Detention. All Lots shall meet the City's storm water detention requirements. Storm water basins shall be "dry bottom" basins. The basins shall be privately maintained. Basin design shall ensure outfall stormwater does not create adverse impacts to downstream properties. Lots 1 and 2 are to have a combined detention system which is to be maintained by Owner in accordance with a recorded private maintenance agreement. All other lots will be responsible for providing their own privately maintained stormwater detention facility per city requirements.

F. This Agreement shall be contingent upon the City approving the Preliminary Plan (Exhibit B) for the Premises filed herewith.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owners shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owners, 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 Premises to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. **OUTLOT B TO BE USED FOR OFF PREMISE SIGNAGE AND DETENTION**

Owner shall be entitled to use Outlot B for off premises signage to advertise any business being operated on the Property in the Owner's sole discretion. The City will approve and accept a high rise sign having a maximum height of 150 feet to be constructed in a manner that is substantially similar to the signage plans and specifications set forth in Exhibit J. Owner shall comply with the IDOT rules and regulations in installing and maintaining signage on Outlot B. Outlot B may also be used by Owner for water detention purposes for the benefit of Lot 3.

8. 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.

9. VIDEO GAMING

Upon proper application thereof, and receipt of payment of fees required, the City shall take the necessary actions to ensure a video gaming license is available and issued if a truck stop is developed on Lot 2 of the Subject Property. Owner's application shall meet the requirements of the City Code pertaining to video gaming which is in effect as of the date of the adoption of this Agreement and Owner shall be required to comply with the City Code provisions on video gaming.

10. 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.

11. 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:

To the City of Bloomington, Illinois ("City"):

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

To QuikTrip Corporation ("Owner"):

QuikTrip Corporation
Attn: RE Department
2255 Bluestone
St. Charles, MO 63303

With a Copy to:

QuikTrip Corporation
Attn: Legal Department
4777 South 129th East Avenue
Tulsa, OK 74134

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

12. 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.

13. 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 Owners that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent 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 Owners will (a) result in a breach or default under any agreement to which the Owners are 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 Owners 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 Owners.

O. Recording. After the Owners have 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.

P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2022, at Bloomington, Illinois.

CITY OF BLOOMINGTON

By:_____
Mboka Mwilambwe, Mayor

Attest:

By:_____
City Clerk

OWNER:

QUIKTRIP CORPORATION

By: _____
Jarod Mendez,
Division Real Estate Manager

EXHIBIT A

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-21

Annexation Description Lot 1

A Tract of land being part of Lot 1 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050.00 feet and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point being the point of beginning of the tract being described; thence North 00 degrees 47 minutes 03 seconds West a distance of 254.27 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence leaving JC Parkway South 74 degrees 12 minutes 47 seconds East along said West Market Street a distance of 269.82 feet to a point; thence leaving the South right of way line of said West Market Street South 11 degrees 48 minutes 15 seconds West a distance of 206.25 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 38.33 feet to a point; thence South 11 degrees 48 minutes 12 seconds West a distance of 23.16 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 175.42 feet to the point of beginning and containing 1.30 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO, MISSOURI
STATE OF ILLINOIS
12-22-2021

Annexation Description Lot 3

A Tract of land being part of Lots 1-4 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence along a curve to the Left having a radius of 883.94 feet an arc length of 202.81 feet the chord bearing and distance being North 71 degrees 03 minutes 40 seconds West 202.31 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West a distance of 1078.25 feet to a point of curve; thence along a curve to the Right having a radius of 30.00 feet the arc length being 47.12 feet the chord bearing and distance being North 33 degrees 01 minutes 37 seconds West 42.43 feet to a point of tangency; thence North 11 degrees 58 minutes 23 seconds East a distance of 235.00 feet to a point; thence leaving the Bloomington Heights Road South 78 degrees 01 minutes 37 seconds East along the south line of Market Street (AKA US 150 and State Highway 9 width varies) a distance of 785.04 feet to a point; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 250.10 feet to the place of beginning and containing 7.55 acres more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Out Lot "A"

A Tract of land being part of Lots 5 and 6 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord earing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence North 78 degrees 01 minutes 37 seconds West a distance of 100.00 feet to a point on the West right of way line of JC Parkway and being the point of beginning of the tract being described; thence continuing along Public Street "A" North 78 degrees 01 minutes 37 seconds West a distance of 118.43 feet to a point on the line common to Range 1 and Range 2 East of the Third principal Meridian; thence leaving said Public Street "A" North 00 degrees 58 minutes 07 seconds West along said Range Line a distance of 680.85 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence South 74 degrees 12 minutes 47 seconds East a distance of 172.24 feet to a point; thence leaving said South line South 00 degrees 47 minutes 03 seconds East along the West line of JC Parkway a distance of 342.38 feet to a point of curve; thence along a curve to the Right having a radius of 950.00 feet, arc of 211.52 feet and the chord bearing and distance of South 05 degrees 35 minutes 40 seconds West 211.08 feet to a point of tangency; thence South 11 degrees 58 minutes 23 seconds West a distance of 108.40 feet to the point of beginning and containing 2.41 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO, MISSOURI
STATE OF ILLINOIS
12-22-2021

Annexation Description Out Lot "B"

A Tract of land being part of Lots 1-2 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence North 00 degrees 08 minutes 05 seconds West a distance of 250.10 feet to a point on the south line of West Market Street (aka US 150 & State Street 9 width varies); thence South 54 degrees 29 minutes 58 seconds East a distance of 124.06 feet to a point; thence south 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence leaving said right of way South 38 degrees 51 minutes 31 seconds West a distance of 65.95 to a point on the North right of way of Bloomington Heights road as previously mentioned; thence along a curve to the Left having a radius of 833.94 feet an arc length of 228.02 feet the chord bearing and distance being North 56 degrees 15 minutes 40 seconds West 227.31 feet to the point of beginning and containing 43,167 square feet or 0.99 acres.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003710
MILLGROVE MISSOURI
STATE OF ILLINOIS

Annexation Description Lot 4

A Tract of land being part of Lots 3-4, 9-10 and 21-23 and All Lots 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows: 12-22-2021

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records, a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Section line North 00 degrees 58 minutes 07 seconds West a distance of 1381.23 feet to a point in the Southern right of way line Public Street "A"; thence leaving the West line of Section 6 South 78 degrees 01 minutes 37 seconds East along the South line of said Public Street "A" (100 feet wide) a distance of 756.40 feet to a point on the West line of Wylie Drive (100 feet wide); thence leaving said Public Street "A" South 11 degrees 58 minutes 23 seconds West along the said West Line of Wylie Drive a distance of 76.25 feet to a point; thence leaving said West line South 78 degrees 01 minutes 37 seconds East a distance of 100 feet to a point on the East line of said Wylie Drive; thence North 11 degrees 58 minutes 23 seconds East along the East line a distance of 399.34 feet to a point; thence leaving the West line of said Drive North 56 degrees 58 minutes 23 seconds East a distance of 35.36 feet to a point on the South line of Bloomington Heights Road (130 feet wide); thence South 78 degrees 01 minutes 37 seconds East along said Bloomington Heights Road a distance of

1103.41 feet to a point of curve; thence along a curve to the right having a radius of 703.94 feet an arc distance of 175.29 feet and a chord bearing and distance of South 70 degrees 53 minute 37 seconds East a distance of 174.83 feet to the point of beginning and containing 59.51 Acres, more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

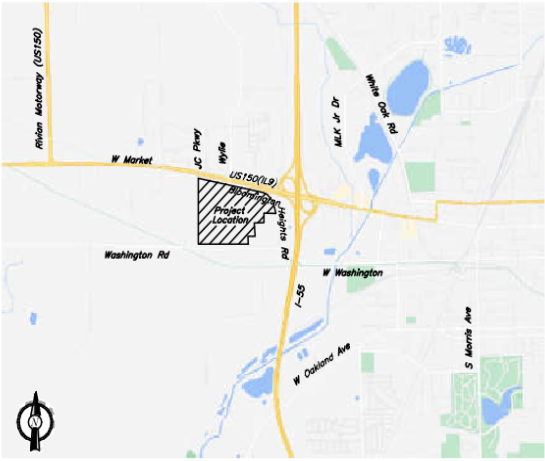
EXHIBIT B

Draft v.5.2

THOMPSON–QUIKTRIP ADDITION
PRELIMINARY PLAN

Bloomington, McLean County, Illinois

NW1/4 S6, T23N, R2E



Vicinity Map
N.T.S.

INDEX SHEETS	
NO.	ILE
C01	COVER SHEET
C02	ANNEXATION PLAT (EXHIBIT A)
C03	PRELIMINARY PLAN (EXHIBIT B)
C04	PRELIMINARY PLAN GRADING

NOTES:

1. THIS PROPERTY IS CURRENTLY UNINCORPORATED AND IS BEING ANNEXED INTO THE CITY LIMITS OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS. THE PROPERTY CONTAINS 83.263 ACRES AND IS TO BE SUBDIVIDED INTO 4 LOTS AND 2 OUTLOTS.
2. THE PROPERTY IS CURRENTLY UNZONED. LOTS 1, 2, 3, AND OUTLOTS A & B WILL BE REZONED TO B-1 (GENERAL HIGHWAY BUSINESS DISTRICT). LOT 4 WILL BE REZONED TO A (AGRICULTURE).
3. "OUTLOT A" SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS.
4. LOT 1 & LOT 2 WILL HAVE A STORMWATER DETENTION FACILITY THAT WILL BE MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS. ALL OTHER LOTS WILL BE RESPONSIBLE FOR PROVIDING THEIR OWN PRIVATELY MAINTAINED STORMWATER DETENTION FACILITY PER CITY REQUIREMENTS.
5. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON BY PLAT OR REPLAT. ALL SANITARY SEWERS, STORM SEWERS AND WATER MAINS SHALL BE PLACED IN PUBLIC EASEMENTS OR PUBLIC RIGHT-OF-WAYS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON.
6. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY PROVIDED BY HEIDEMAN ASSOCIATES INC.
7. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 17011 3C0481E, DATED JULY 16, 2008.
8. ALL PUBLIC STREETS, SIDEWALKS AND MULTI-USE PATHS (TRAILS) SHALL BE CONSTRUCTED TO MEET CITY OF BLOOMINGTON REQUIREMENTS. BONDS SHALL BE PROVIDED FOR SAID PUBLIC IMPROVEMENTS AS SET FORTH IN THE CITY CODE.

FLOOD CERTIFICATION:

Areas of minimal flood hazard – Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel No. 17011 3C0481E, Effective Date July 16, 2008.

PROJECT BENCHMARK

BENCHMARK –USGS Bloomington West D-163, PID LC1002, McLean County, IL EL 756.10
Located about 2 miles west along the New York Central Railroad from the freight station of Bloomington, at a private gravel road crossing, 27.5 feet South of South rail; 39 feet Southeast of center of crossing, 49 feet East of center line of road, 12 feet North of center line of a drive East to a house, 12 feet East of the eighth telephone pole East of mile post MD 168, 2 feet North of a fence line, 2 feet Northeast of a white wooden milepost post, about 2 feet above level of track and set in the top of a concrete post projecting 4 inches.

Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic.

NOTE: CONSTRUCTION STAKING SURVEYOR SHALL VERIFY HORIZONTAL & VERTICAL CONTROLS PRIOR TO COMMENCING PROJECT STAKING ACTIVITIES.

ILLINOIS PROFESSIONAL ENGINEER

MIDWEST DESIGN GROUP KANSAS CITY, LLC
DESIGN FIRM REGISTRATION NO. 184.008600-0002
EXP. DATE: 04-30-2023

BY: _____
DARLA K. HOLMAN, P.E.
PROFESSIONAL ENGINEER 062.072191
EXP. DATE: 11-30-2023

DARLA K. HOLMAN 062-072191 PROFESSIONAL ENGINEER ILLINOIS

DATE: _____

PROJECT CONTACT LIST:

SURVEYOR OF RECORD	ENGINEER OF RECORD	QT RE PROJECT MANAGER	QT CIVIL PROJECT MANAGER
MARK W. WILEY, PLS	DARLA K. HOLMAN, P.E.	GWEN KEEN	JEFF LORD, P.E.
SWT DESIGN, INC.	MIDWEST DESIGN GROUP KC	QUIKTRIP CORPORATION	QUIKTRIP CORPORATION
7722 BIG BEND BLVD	P.O. BOX 860015	2255 BLUESTONE	CORPORATE OFFICE
ST LOUIS, MO 63119	SHAWNEE, KANSAS 66286-0015	ST. CHARLES, MO 63303	4705 SOUTH 129TH E AVE
CELL: (314) 220-3425	TEL: (913) 248-9385	TEL: (636) 627-0003	TULSA, OK 74134-7008
markw@swtdesign.com	CELL: (913) 530-4706	CELL: (314) 795-4803	TEL: (918) 615-7376
	darla@mdg-kc.com	gkeen@quiktrip.com	jlord@quiktrip.com

PLANNING COMMISSION APPROVAL

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the Thompson–Quiktrip Additions shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____, 2022

By: _____
Chairman

By: _____
Executive Secretary

CITY COUNCIL APPROVAL

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMIGTON, ILLINOIS:

"The Preliminary Plan of the Thompson–QuikTrip Addition shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A (if any), which is attached hereto."

The City Council of Bloomington, Illinois

Date: _____, 2022

By: _____

Attest:

_____
City Clerk

LEGEND:

DESCRIPTION	PROPOSED	EXISTING
STORM 12" & UP		
STORM <12"	— ST —	— st —
UNDER CURB/PAVEMENT DRAIN	— UCP —	
STORM SEWER CLEANOUT	CO	CO
CURB INLET	CI	CI
JUNCTION BOX	JB	JB
GRATE INLET	GI	GI
WATER	— WTR —	— wtr —
FIRE HYDRANT	FH	FH
WATER METER	— W —	— W —
WATER VALVE	— W —	— W —
OVERHEAD ELECTRICAL	— OHE —	— ohe —
UNDERGROUND ELECTRICAL	— UGE —	— uge —
POWER POLE	PP	PP
PUBLIC STREET LIGHT POLE	— LP	— LP
OVERHEAD TELEPHONE	— OHT —	— oht —
UNDERGROUND TELEPHONE	— UGT —	— ugt —
TELEPHONE MANHOLE	TELE MH	TELE MH
FIBER OPTIC CABLE	— UFOC —	— ufoc —

DESCRIPTION	PROPOSED	EXISTING
QT SINGLE LIGHT FIXTURE		
QT DOUBLE LIGHT FIXTURE		
SANITARY SEWER	— SS —	— ss —
SANITARY SEWER MANHOLE	SSMH	SSMH
SANITARY SEWER CLEANOUT	CO	CO
GAS	— GAS —	— gas —
BENCHMARK		
FENCE	—//—	—//—
PROPERTY LINE		
CONCRETE CURB AND GUTTER		
MOUNTABLE CURB W/ RADIUS PROTECTOR		
PARKING SPACE INDICATOR		
MULTIPLE PRODUCT AUTO DISPENSER WITH CANOPY COLUMN & BOLLARDS		
LANDSCAPE BED		LB
ELECTRICAL TRANSFORMER		TFM
FUEL SYSTEM TRANSITION SUMP		

DRAFT — ILLINOIS LICENSED PROFESSIONAL ENGINEER

PROJECT NO.: [illegible]

MDG Midwest Design Group Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P: 913.248.9385

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: [illegible]
DIVISION: [illegible]
VERSION: [illegible]
DESIGNED BY: [illegible]
DRAWN BY: [illegible]
REVIEWED BY: [illegible]

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 01/14/2022

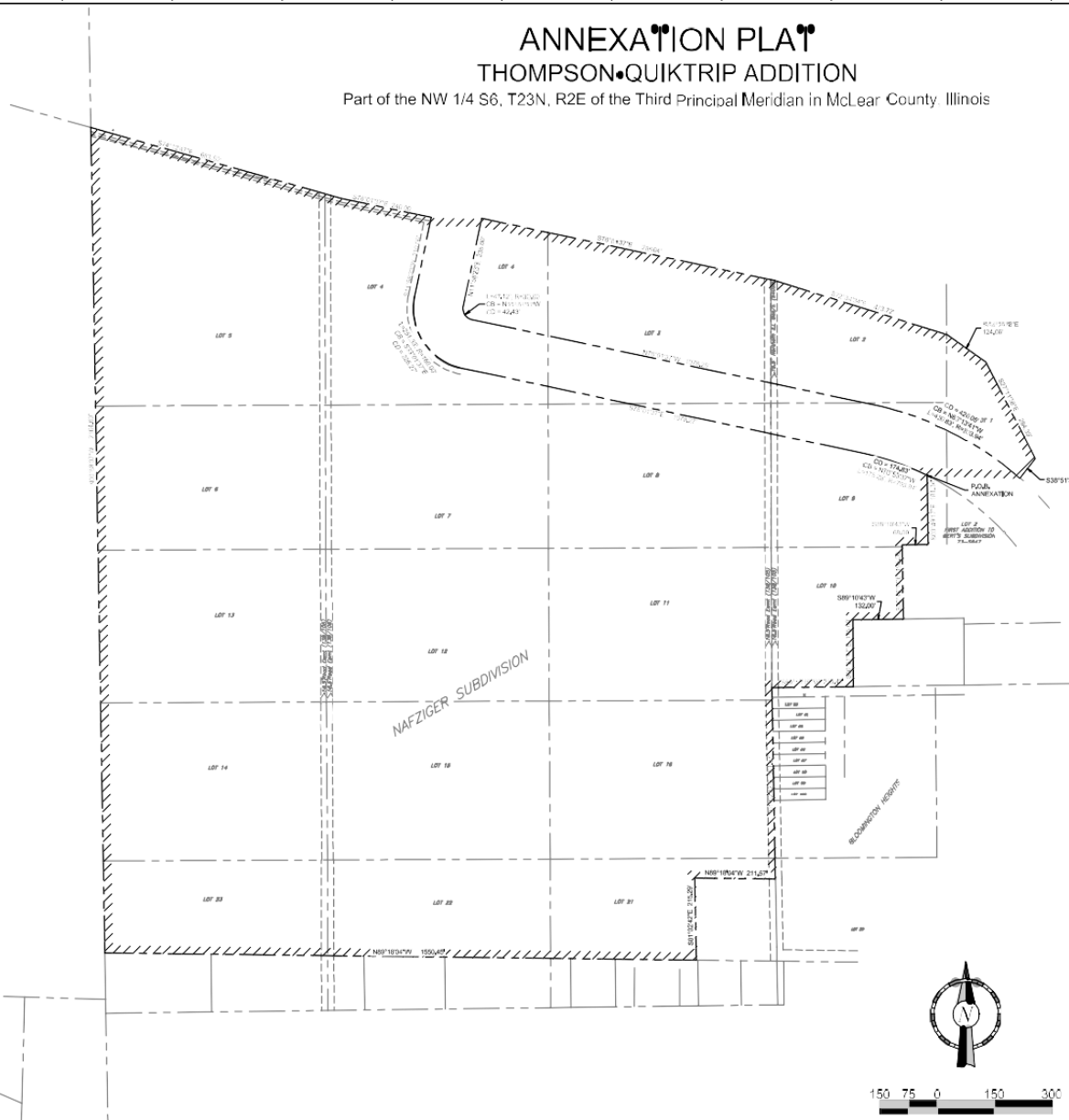
SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C01

ANNEXATION PLAT

THOMPSON•QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois



LEGEND

— — —	PROPERTY BOUNDARY LINE
— — —	ADJACENT LOT LINES
— — —	FORMER PLAT LOT LINES
— — —	EASEMENT LINES
/ / / /	LIMITS OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING

This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St. Louis, Missouri

Design Firm Registration
#184–008401

Mark W. Wiley PLS # 035-003713
10-25-2021

DRAFT

PROJECT NO.: 2019-7193

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

PROTOTYPE: 7+ Site
DIVISION: 100
VERSION: 100
DESIGNED BY: SWT
DRAWN BY: SWT
REVIEWED BY: N

REV	DATE	DESCRIPTION

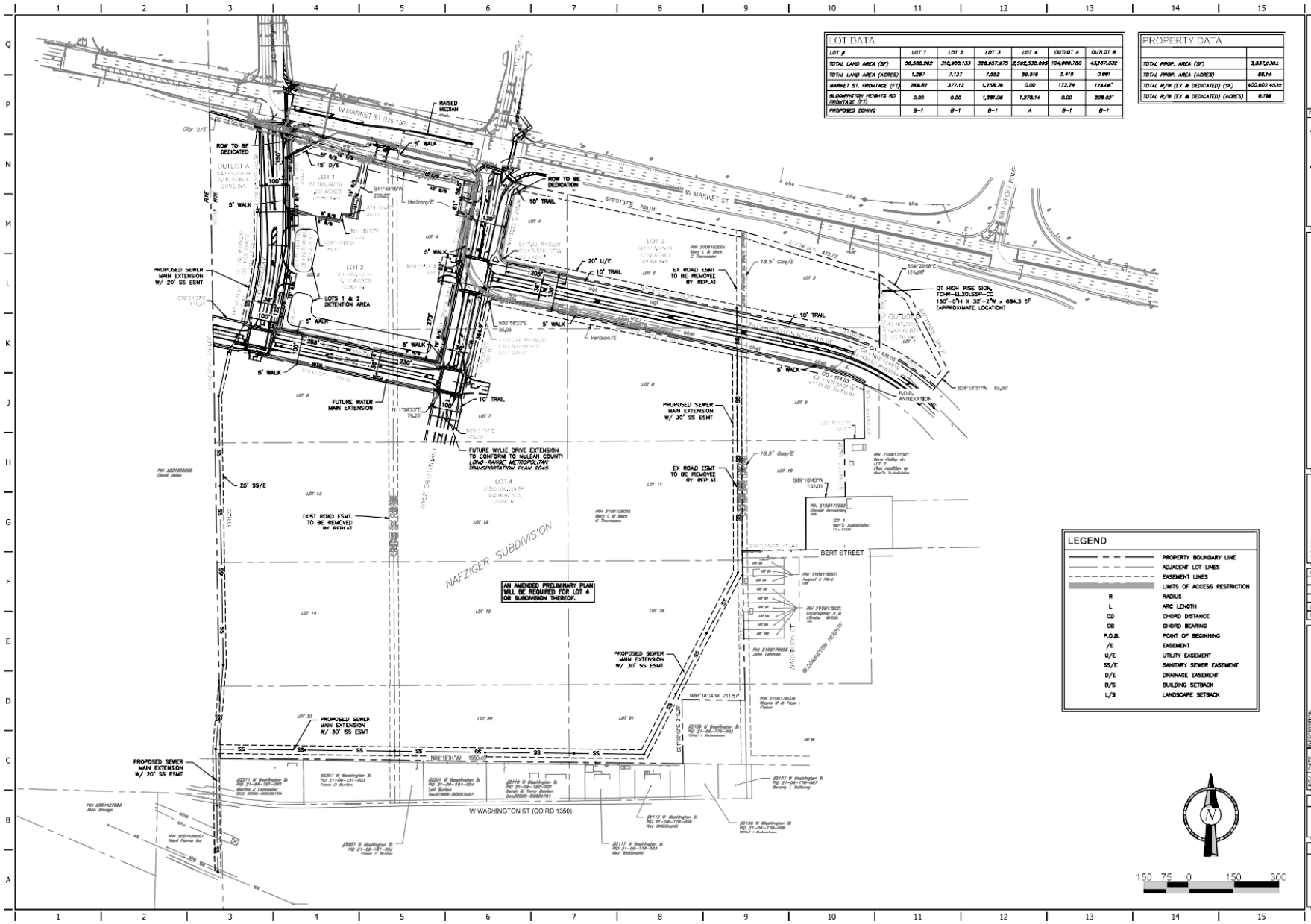
ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE: ANNEXATION PLAT

SHEET NUMBER: C02

EXHIBIT A

Draft v.5.2



LOT DATA						
LOT #	LOT 1	LOT 2	LOT 3	LOT 4	OUTLOT A	OUTLOT B
TOTAL LAND AREA (SF)	56,508.262	310,900.133	326,857.975	2,592,530.095	104,999.750	43,167.332
TOTAL LAND AREA (ACRES)	1.297	7.137	7.502	59.516	2.410	0.991
MARKET ST. FRONTAGE (FT)	299.82	377.13	1,258.78	0.00	172.24	124.06'
BLOOMINGTON HEIGHTS RD. FRONTAGE (FT)	0.00	0.00	1,281.08	1,278.14	0.00	228.02'
PROPOSED ZONING	B-1	B-1	B-1	A	B-1	B-1

PROPERTY DATA	
TOTAL PROP. AREA (SF)	3,837,036±
TOTAL PROP. AREA (ACRES)	88.1±
TOTAL R/W (EX & DEDICATED) (SF)	400,802.453±
TOTAL R/W (EX & DEDICATED) (ACRES)	9.19±

DRAFT

PROJECT NO.: 2194-7193

MDG Midwest Design Group Kansas City

19 QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

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PROTOTYPE: PA-06A
DIVISION: BP
VERSION: 1.0
DESIGNED BY: CDT
DRAWN BY: CDT
REVIEWED BY: TL

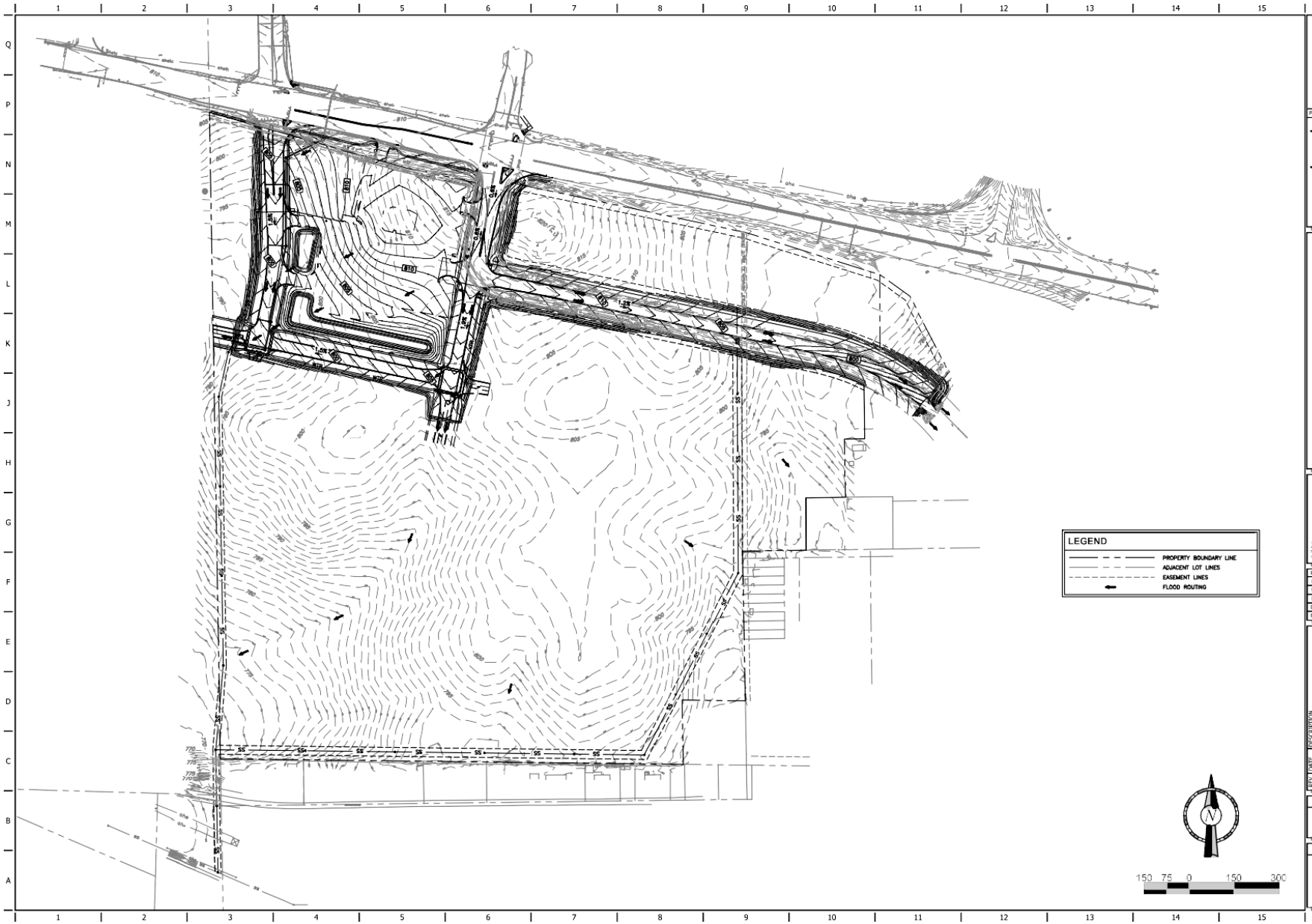
REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE: PRELIMINARY PLAN

SHEET NUMBER: C03

EXHIBIT B

Draft v.5.2



DRAFT

PROJECT NO.

MDG
Midwest Design Group
Kansas City

20 QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

PROTOTYPE:
DIVISION:
VERSION:
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN
GRADING

SHEET NUMBER:
C04

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	February 23, 2022
CASE NO:	Z-12-21, Annexation Agreement Zoning Map Amendment
REQUEST:	Public hearing, review, and action on a petition submitted by John Pratt, Attorney, for QuikTrip Corporation, for approval of a Rezoning and Annexation Agreement for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102-003 and 21-06-102-004).

SUMMARY OF PROPOSAL

John Pratt, on behalf of QuikTrip Corporation, has submitted a petition for approval of an annexation agreement for approximately 80-acre property generally located west of Interstate 55 and south of West Market Street. Of the 80 acres, ten acres nearest West Market Street are proposed to be divided into three commercial lots with related infrastructure upgrades; with no immediate plans to develop the remaining approximately 62 acres. This is depicted on the draft Preliminary Plan, which is included as an exhibit to the proposed Annexation Agreement. Additionally, upon annexation, the first three lots are proposed to be zoned B-1 (General Commercial) District; the remaining acreage would be zoned A (Agriculture) District.

Additional, separate reviews are anticipated for the annexation itself (whereas the current request is for the agreement that precedes the annexation), preliminary plan approval, an infrastructure improvement plan, final plat approval, site plan approval, and related site and building permits. Each of these items is a usual and customary requirement; several of which entail additional, future public hearings.

BACKGROUND

Property Characteristics

The subject property contains approximately 80 acres of land is currently undeveloped farmland with a homestead. Access to the property is available from West Market Street and Bloomington Heights Road, which outlines a portion of the proposed lots.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1(General Commercial)	Bank, Restaurants, Retail, Hotel
South	A-(Agricultural, County) & M-1 (Restricted Manufacturing, County)	Single-Family Residential, Transfer Station
East	A-(Agricultural, County) & C-(Commercial, County)	Single-Family Residential, Vacant, I-55 Interchange
West	M-1 (Restricted Manufacturing, County)	Vacant

Comprehensive Plan
Rezoning requests should be consistent with the Comprehensive Plan designation. The 2035 Comprehensive Plan (adopted August, 2015), Future Land Use map, identifies this section of West Market Street as both a low density residential and a commercial activity center. The Land Use Priorities map identifies this area as a Tier 2 priority, land immediately adjacent to the City's incorporated area, and with access to all City services. This area is also identified as an emerging neighborhood boundary.

The portion of the property proposed for a B-1 zoning map amendment supports the following Comprehensive Plan goals:

- ED-1.2 Leverage community assets in attracting business.
- ED-4.4 Evaluate commercial land use needs in the context of changing economic trends.
- CF-1. Continue to provide quality public facilities and services.

PROCEDURE AND STANDARDS FOR REVIEW

The Bloomington Planning Commission shall conduct a public hearing on the agreement and make its recommendation to the City Council based on the standards outlined in Chapter 44, 8.5, 203 of the Bloomington City Code. The Planning Commission shall consider whether the amendment to the Official Zoning Map for the City of Bloomington <u>is in the public interest or is solely for the benefit of the person requesting such amendment</u>, and in doing so may consider the following standards:

Standards for Annexation Agreement (City Code Section 8.5-203)

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

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

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

4. The existing land uses of nearby property;

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;

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 classification;

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;

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

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 I, 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 of structures;

    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; to conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;

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 and 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.

Standards for Rezoning (City Code Section 44, 17-6.E(2))
The Commission shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant. In making such a finding, the Commission may consider:

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

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

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

d. The existing land uses and zoning of nearby property;

e. 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;

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

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

h. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can

be reasonably supplied to serve the uses permitted in the proposed zoning classification;

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

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

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

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

m. Whether the City needs the proposed use.

Staff finds the standards have been adequately addressed in the proposed annexation agreement and draft preliminary plan.

Upon a vote, the Planning Commission will forward its recommendation to City Council. City will then conduct a second public hearing and approve or reject the Agreement on the basis of:

1. The facts presented at the public hearings; and
2. The recommendations of the Planning Commission; and
3. The recommendations of the City Staff.

STAFF RECOMMENDATION
Staff finds that the proposed annexation agreement, including the draft preliminary plan submitted as an exhibit to the agreement, meets the standards for an annexation agreement (City Code Section 8.5-203) and recommends approval; and

Staff additionally finds the proposed rezoning is in the public interest and not solely for the benefit of the applicant and meets the standards for rezoning (City Code Section 44, 17-6.E(2)) and recommends approval.

Respectfully submitted,

Glen Wetterow, City Planner
Kimberly Smith, Assistant Economic and Community Development Director, AICP

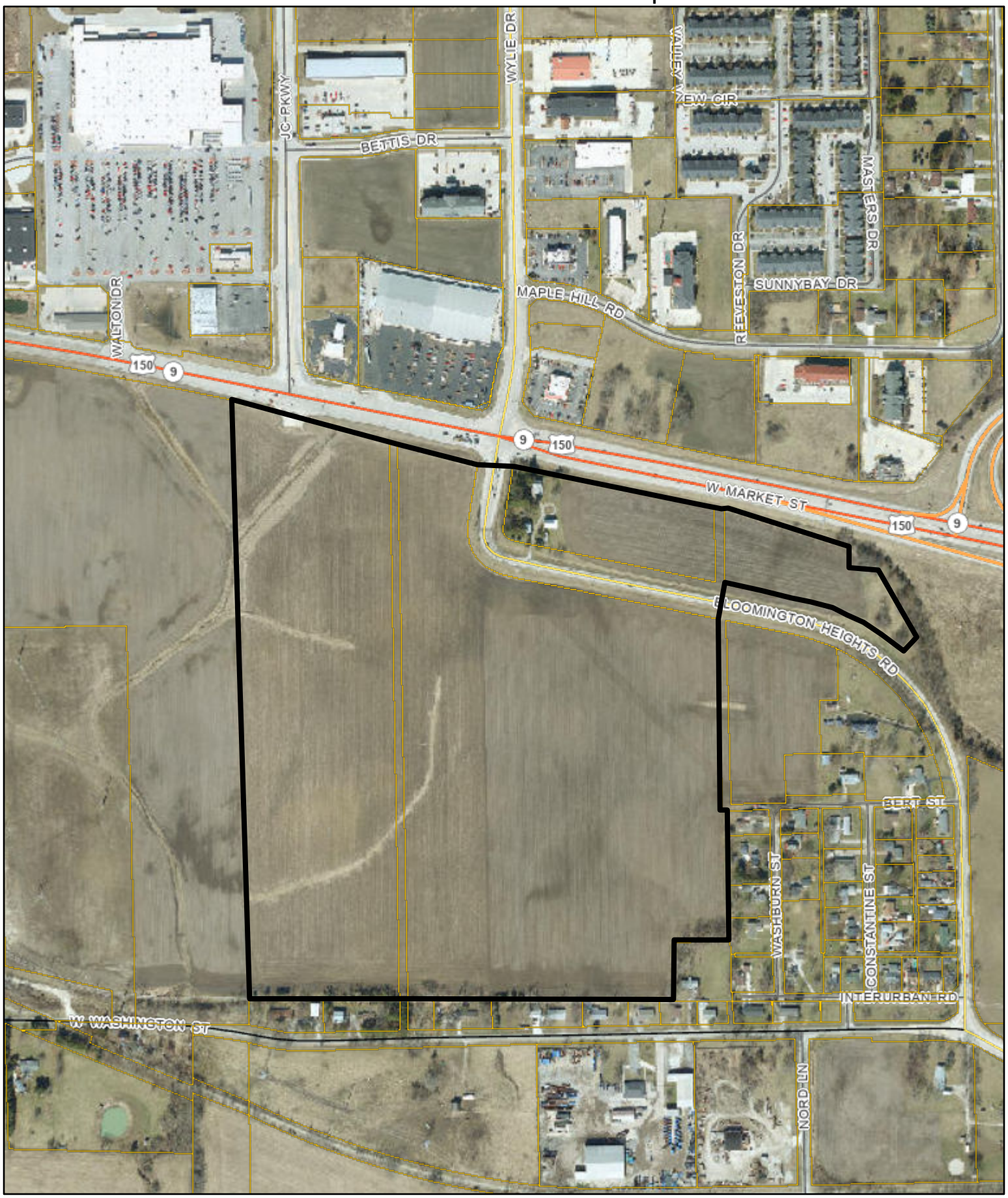
Attachments:

- Annexation Agreement w/Attachments
- Aerial map

- Zoning map
- Boundary map
- Neighborhood notice and map

1/21/2022

Case Z-12-21 - Aerial Map



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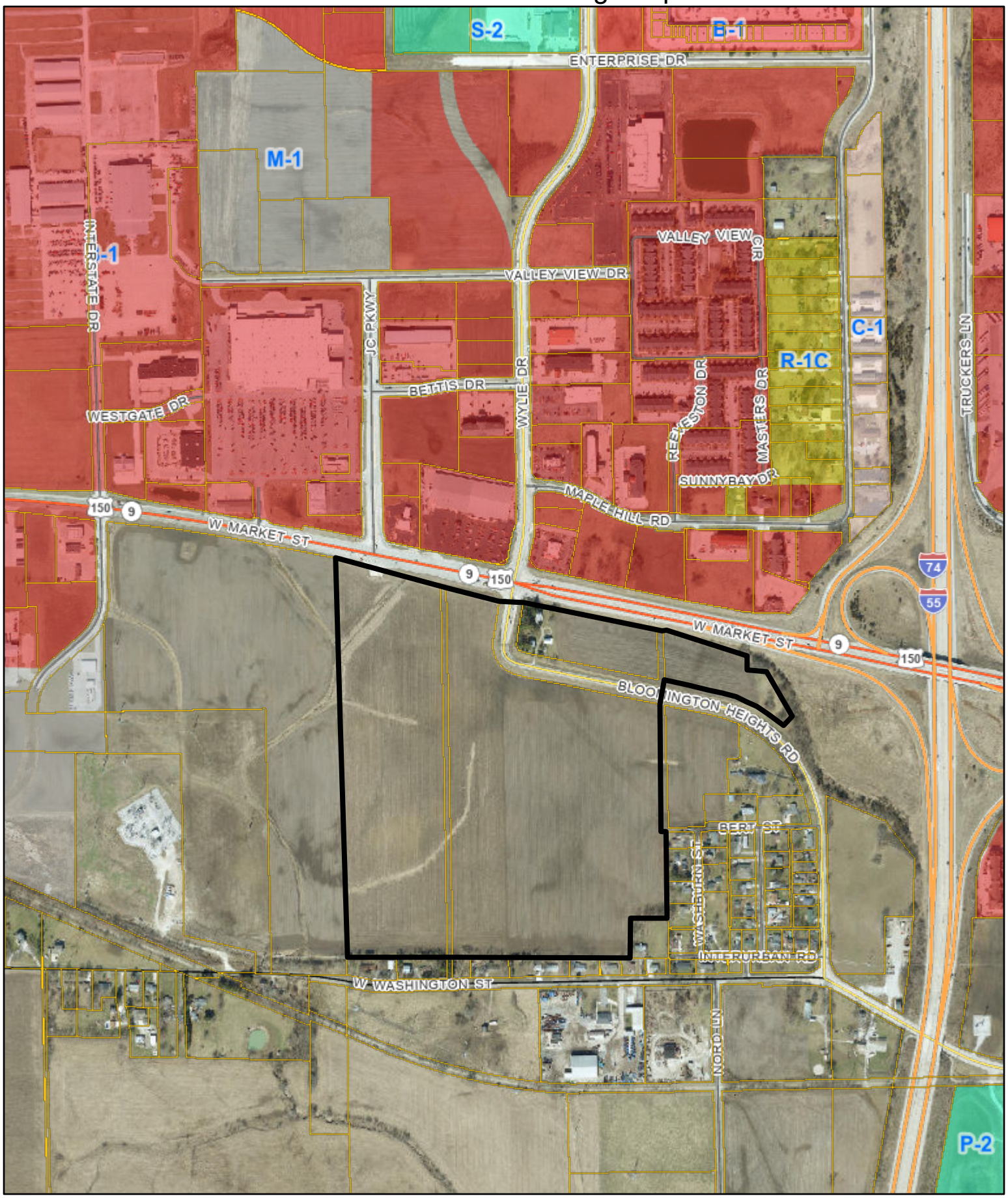
McGIS

1/21/2022

Case Z-12-21 - Zoning Map



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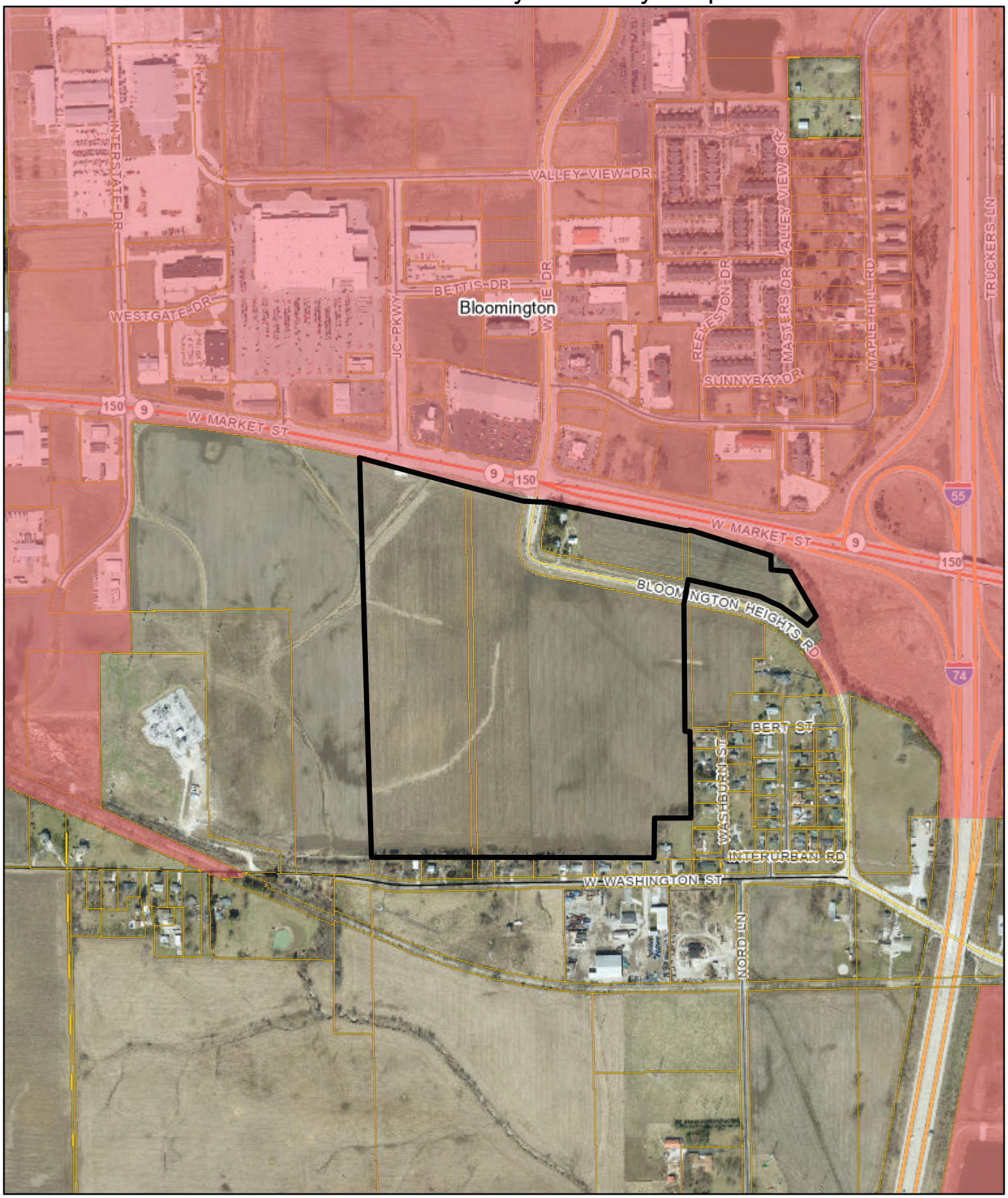
1 inch = 900 feet

McGIS

1/21/2022

Case Z-12-21 - City Boundary Map



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B. Z-12-21 Public hearing, review and action on a request by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Zoning Map Amendment and approval of an Annexation Agreement for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004).

Chairperson Mohr notified those present that—while these are separate legal items—for clarity, and to help the public understand the content, the Planning Commission will take Cases Z-12-21 and PS-01-22 together. The Chair asked if anyone had objection; none were stated.

City Staff Kimberly Smith presented the staff report for Z-12-21 with a recommendation for approval.

Staff finds that standards for the annexation agreement and zoning map amendment are met.

C. PS-01-22 Public hearing, review and action on a request by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Preliminary Plan for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004).

The petitioner for this case is the same as the petitioner for case Z-12-21.

City Staff Glen Wetterow presented the staff report for PS-01-22 with a recommendation for approval.

The Preliminary Plan submitted identifies the creation of 4 lots (1-4) and 2 outlots (A&B). The requested zoning for Outlot A and B, and lots 1-3, is B-1. Lot 4 will remain in the default annexation zoning of Agriculture.

The Preliminary Plan focuses on compliance with City's Zoning Code, Public Work's Manual of Practice, and the City's Comprehensive Plan.

Staff finds that standards have been met and recommends approval of Preliminary Plan.

DISCUSSION

Chairperson Mohr asked questions related to the standards for annexation and zoning. The questions were focused around public interest and a cost-benefit analysis.

Ms. Smith noted that when considering the public interest, look at everything as a whole. The intent is to not just look at one party, but generally is this the right decision for the City. Ms.

Smith discussed weighing cost against the benefit, tangible verses soft/residual benefit that would be an investment in the future.

Chairperson Mohr stated he felt goals H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City) and N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area) of the Comprehensive Plan conflict; and inquired about the process for "de-annexing" a property.

Chairperson Mohr opened the public hearing.

The petitioner, John Pratt (attorney for QuikTrip), 217 E Washington St, Bloomington IL introduced himself and Ms. Gween Keen, 2255 Bluestone, St. Charles, MO. Mr Pratt indicated he would speak first and would then defer to Ms. Keen.

Mr. Pratt provided background on the purchase of the property and reasoning behind the request for the annexation, zoning and preliminary plan approval. Mr. Pratt emphasized his client's (QuikTrip) desire to be a part of the City.

Ms. Gwen Keen provided a video and PowerPoint presentation on QuikTrip, the use proposed for Lots 1, 2 and Outlot A. Ms. Keen indicated that the point of the video and her presentation is to familiarize those present with a background on QT and their organizational culture.

All the lighting is now LED and is down-cast. There is no "bleeding of light" onto neighboring properties.

Ms. Keen noted the positive impact on the community this new QT store will have.

Ms. Keen identified that QT doesn't refer to themselves as a "truck stop," because they do not offer the amenities of a truck stop and don't have the same problems associated with a truck stop. QT is focused on short-hauling traffic. There is no need for showers, lounges, hotels with this type of hauling. QT has no national fleet accounts. QT does have a limited number of fueling bays. QT sets itself apart because they don't want vehicles staying at the location for prolonged periods of time. QT wants them to come, get fuel, grab food, do some paperwork, and be on their way. We don't have "overnight parking" because QT monitors the lot, and if someone has been there too long QT address it or calls someone who can.

DISCUSSION

Chairperson Mohr questioned Mr. Pratt. why is it desirable to annex into the City rather than stay in the County? Mr. Pratt stated that the City has a more comprehensive commercial development plan. Additionally, the City offers service such as sewer/water that QT needs to operate.

Chairperson Mohr asked if the streets being proposed by QT would eventually be turned over to the City, and then the City would be responsible for the future maintenance of them.

Ms. Keen stated that the City roads would be dedicated over to the City, as this is the City's desire, to accommodate future development. The streets will be built to City specifications.

Chairperson Mohr asked if the same situation, that applies to the proposed streets, applies to the proposed sewer.

Ms. Keen stated the sewer mains will be public and thus will be turned over to the City. The sewer mains will have to be built to City standards, and inspected by the City. The City would receive tap fees for future connections to this main.

Chairperson Mohr re-emphasized that no financial calculations had been done to determine the financial responsibilities the City is taking on.

Craig Shonkwiler, City Engineer, informed Chairperson Mohr he was correct and the City had not calculated all of the costs. However, the Public Works Department has done some analysis to determine the cost versus the benefit to the City.

Chairperson Mohr asked if a cost-benefit analysis has been conducted related to the proposed infrastructure. Mr. Shonkwiler stated that a general calculation had been done internally

Commissioner Galpalli asked who provides the infrastructure plan. Mr. Shonkwiler stated that his department does. Mr. Shonkwiler stated that the applicant will be required to build this infrastructure according to the Manual of Practice.

Commission Danenberger noted that the distinction made by Ms. Keen between travel center and a truck stop is an apt one. He has read the Annexation Agreement and the Preliminary Plan and wanted to know if QT had an plans to have Electric Vehicle (EV) charging stations?

Ms. Keen stated this is a hot topic at QT! The problem is right now, the technology requires 30 minutes to charge, and QT doesn't want customers there for 30 minutes and customers don't want to be at QT for 30 minutes either. If technology gets to the point where charging speed is short enough to be appropriate for QT customer, it will definitely be there!

Chairperson Mohr asked if there was anyone else present to speak in favor of the petition. There were no individuals present wishing to provide comment in favor of petition.

Chair asked for public comment against this petition.

August Nord – 118 Washburn St

Mr. Nord stated he is the Precinct Committeemen for Precinct 1 of unincorporated McLean County. This encompasses the Bloomington Heights area, and he lives right in middle of subdivision. August asked what the big plan is for the area; he does not see the overall picture, based upon the information present. Is there a long-term plan to for the Bloomington Heights area, is the intent to eventually annex the area? He is responding to people in the neighborhood filing petitions and, based upon discussions had with the neighborhood, there are concerns with

how this will impact the neighborhood and area, generally speaking. He feels Bloomington can't property maintain the existing infrastructure so there is no need to add.

Mr. Wetterow reviewed the Land Use Priorities Map located in the Comprehensive Plan. This map identifies areas within and adjacent to the City, and the ease with which they could become developed. Bloomington Heights is identified in this map as Tier 1 and thus an area that the City considers for future annexation. Tier 2 areas have access to City resources.

Chairperson Mohr asked about the development process for the Lot 4.

Ms. Smith stated that, if the process required a hearing, the process would be same as it was for this meeting. Property owners within 500 feet of property boundary would receive notice. This would include those that live inside and outside of the City.

Chairperson Mohr asked why QT proposes annexing the entire property, instead of just the part they are looking to immediately develop.

Ms. Keen stated that in order to get the piece of property that wanted, they had to buy whole acreage; the owner would not sell it any other way. Ms. Keen feels that the front lots adjacent to West Market Street will probably sell rather quickly and this zoning to B-1 is in alignment with the Comprehensive Plan

Chairperson Mohr asked about the compensation the City would need to provide to the County for loss in taxes. Mr. Pratt stated that he was not sure of the exact amount but was aware of a State statute that outlines the math to determine the amount.

Chairperson Mohr asked staff how they would respond to the statement, "If we can't take care of what we have, why would we want to take on more"?

Mr. Shonkwiler stated this was a good question. He noted that the City does have aging infrastructure, but noted the benefits of increased sidewalks and multi-use paths, improvement on Bloomington Heights Road, and the potential revenue. Mr. Shonkwiler believes that with gas-tax revenue alone this would be a net benefit. The revenue derived from this project does not exist now and would go into the City's coffers and would help with improving existing infrastructure that would otherwise not have funding for.

Rodney Baster – Bloomington Road Township Commissioner – 1687 Bush Blvd

Mr. Baster has concerns with the annexation and preliminary plan. He stated that once the annexation happens, he has similar concerns as to those voiced earlier. He believes the annexation will cause hardship to the Township and the neighboring subdivision. He has concerns about stormwater runoff. His concern is with the rate of stormwater runoff once the property is developed. He is concerned it will cause flooding downstream in the areas that fall within the Bloomington township. He is also concerned with the loss of tax dollars as he uses those dollars to fulfill his obligations to the Bloomington Township residents.

Chairperson Mohr asked staff if it is known who owns Bloomington Heights Rd.

Mr. Shonkwiler stated that to his understanding the City of Bloomington is responsible but doesn't have any supporting documents on hand.

Chairperson Mohr as the petitioner if they could clarify intent of 60 acres zoned Agriculture and if they could address any of the concerns the constituents voiced to Mr. Baster.

Ms. Keen stated that as of right now, QT is trying to determine what the plan is for the near future. For right now, the homestead is still there with occupants, and they can continue to stay there until a mutually agreed-upon time. QT is currently discussing with the former property owner whether they want to continue to farm it, or whether someone else wants to.

Denise Balagna - 2020 Interurban Rd

Ms. Balagna stated the neighborhood does not welcome the proposal and does not need another fueling station. The individuals who live is this neighborhood choose to live there because it is not the City; it is not fast paced and feels like the country. She is concerned about protecting the integrity of the neighborhood.

Ms. Keen reiterated that QT has no idea how long lot 4 will remain agricultural, but changes to that will require additional zoning map amendments which will require public notification.

Shannon Ramirez - 2020 Interurban Rd

Ms. Ramirez noted that the standard for maintaining agricultural property is minimal and believes QT is not going to pay attention to weeds and they aren't going to worry about flooding.

Chairperson Mohr reminded speakers to speak to the commission and not the petitioners and please maintain order.

Robert Blessing - 114 Constantine St

Mr. Blessing wanted to know who is responsible for Bloomington Heights Rd, the City of Bloomington or the County? His concern is that the property and his daughter's property are constantly flooded with stormwater coming off of the agricultural field; he wants to know what is going to be done about it.

According to Mr. Shonkwiler, the usual policy is that if corporate limits touch the road, then the City of Bloomington is responsible for the road, if not, the County is responsible. With regard to the stormwater runoff, the City has a code which requires the water be detained and runoff only occurs at the rate it occurred before development. Drainage law requires downstream property owners to allow the water to flow as it does now, so QT is required to do no more harm than the way it is currently set up.

Chairperson Mohr stated that everyone is free to speak, but he is noticing some themes and recurring concerns. If the public has a different statement, or wants to express those concurrent with another speaker, please speak but please be aware of time.

Scott Joyce - 2025 Interurban Rd

Mr. Joyce asked for a point of clarification. He wanted to know if the improvements to Bloomington Heights Rd were going all the way to Washington St, and if this improvement included a bike lane. He is a cyclist and having the ability to ride that road would be awesome. He also wanted to know if the proposed sewer was something that the neighborhood would be able to tap into. He noted that all were on septic right now, and he would love to be able to tap into sanitary sewer.

Mr. Shonkwiler stated there is a multi-use plan in QT's plan. The path is separate from the road. The City has an outstanding plan to extend that but does not have the funds right now. The entire path to Washington St would not be a part of this development. Mr. Shonkwiler noted that water and sewer are a City service, so if you are outside of the city limits, there are two ways to get city service.

Susan Cortesi – 8883 N 1550 East Rd

Ms. Cortesi noted all of the complaints of the individuals who live in the Bloomington Heights neighborhood are having and the difficulty with the Township.

She noted that she is not against the proposed development. She likes the appearance of the proposed QT and seems like a place she would frequent. She asked why is this necessary at this location.

Lori Burton - 2201 W Washington

Ms. Burton is concerned is about the flooding already coming off from Farm & Fleet onto her land. ~~M~~

Chairperson Mohr received confirmation from the Director of Public Works that Bloomington Heights Rd belongs to the City of Bloomington. There was a jurisdiction transfer on file for this transfer of ownership. The Public Works department will send copies of the agreement to any parties that would like it.

Mary Leung –105 N Adelaide St, Normal IL

Ms. Leung wants to know if additional police protection will be needed with this business there. Her concerned is based upon the difficulties police have had at the other nearby fueling stations/truck stops.

Chairperson Mohr stated that the concern over City services has already been addressed, regarding policing.

Ms. Keen wanted to speak to the concern for the need for additional policing. Ms. Keen highlighted that QT meets DOJ standards when it comes to the monitoring of the facility. The layout of the facility and the location of the monitors in the store make individuals realize they are being watched and this serves as a deterrent.

Shannon Ramirez - 2020 Interurban Rd

Ms. Ramirez wanted to clarify a statement made by the City Engineer. The statement was that "with regard to stormwater runoff, QT would not have to do any more improvements over what is already existing." Her concern is that the existing situation results in the flooding of her and neighbors' properties. She noted that the staff report identifies no portion of this development falls within the special flood hazard area. The data supporting this comes from 2008 which is 14 years old. She disagrees that this not a flood hazard area and believes more updated data is needed.

Mr. Shonkwiler clarified that the document Ms. Ramirez is referencing for flooding is a FEMA map. FEMA is the one who designates special flood hazard areas and is the one who updates the maps. The City is not involved in any way.

Ms. Smith clarified that the Commission is reviewing the proposed annexation, zoning, and preliminary plan; the specific development standards will be associated with the legislative site plan, which will follow at a separate meeting next month, if the other items are approved.

Chairperson Mohr stated he believed it was time to close the public hearing, as no new concerns were being brought before the Commission. The Commission agreed, so Chairperson Mohr closed the public hearing portion of the cases at 6:45pm.

Commissioner Boyd made a motion for a five-minute recess. Commissioner Danenberger seconded. A voice vote was held, with all in favor (7-0).

The Planning Commission reconvened at 6:52pm.

Chairperson Mohr noted that City staff did receive public comments, via email, and they were similar in nature to the other comments provided by the public. The comments will be entered into meeting minutes for the record. The petitioner was aware of the comments and did not have a response to them as the concerns have already been addressed. Chairperson Mohr stated that the Commission was now going to move onto their discussion of the case and no further public comment could be heard.

Chairperson Mohr asked for discussion specifically on the standards for annexation as this needs to be addressed first. Chairperson Mohr stated that he had questions, and the public voiced concerns, that would apply to the standard which addressed the gain/hardship to the public. This is within their purview to consider, and if the Commission doesn't think the case has been made, to take that into account and not recommend that this be approved, or the Commission can make a different decision, or have further discussion.

Commissioner Stanczak noted that the Commission has heard a lot about the conditions south of development, which current falls within the County, is less than optimal. His concern with respect to this development is about what is being proposed, and to him what is being proposed looks like something that would be very high quality. He stated he is very sympathetic to the conditions of those behind the property, but he does not think petitioners can be expected to

rectify the existing issues. He doesn't believe the annexation agreement will make the conditions any worse than they are now. He does not think it's fair to require the petitioners to solve all the problems that have been there for quite a few years.

Commissioner Stanczak moved make a finding that all the standards for annexation have been met. Chairperson Mohr asked if that is the complete motion, or did the commissioner desire to add more? Commissioner Stanczak wanted to make the motion based upon the request presented by staff. Staff assisted in finding the exact language. Commissioner Stanczak stated his motion was to establish findings of fact that the proposed annexation agreement, including the draft preliminary plan submitted as an exhibit to the agreement, meets the standards for an annexation agreement, and recommend approval. Chairperson Mohr asked for a second. Mr. Danenberger seconded the motion.

Chairperson Mohr asked if there was any discussion. There was discussion about the annexation agreement and zoning being combined for the motion. Mr. Boyle stated that was at the discretion of the Commission. Mr. Stanczak stated he would like to withdraw his motion and Commissioner Danenberg withdrew his second. Mr. Stanczak re-made his motion to include the motion he made earlier, but to add to it that the proposed zoning is in the public interest and not solely for the benefit of the applicant, meets the standards for zoning, and recommends approval. Seconded by Commissioner Danenberger.

Commissioner Boyd stated that he agreed with the comments made by Commissioner Stanczak relating to the annexation of the property. Commissioner Boyd stated he had some concerns related to the Site Plan, but this will be reviewed at a later date, and he will vote in favor today for the annexation and zoning.

Chairperson Mohr sated he will be voting against the motion due to the fact that City staff and the petitioner were unable to provide an assessment of the financial responsibility the City would be incurring. He believes that without this information there is no way to determine the relative gain or hardship to the public. He does not find sufficient evidence to move forward.

Commissioner Boyd questioned Chairperson Mohr on if the Commission has ever had that kind of information available to them when considering an annexation. Commissioner Boyd stated that he believes it is within the purview of the Commission to assume certain things. Commissioner Boyd wanted it noted that this kind of information has never been provided before; it was not omitted in this case, but is something that has never been provided.

Chairperson Mohr responded by stating that he believes this is information should have been provided. He believes a change must occur and this information must be brought into account when making permanent decisions such as this.

Commissioner Boyd stated that he believes no one on this Commission is taking annexations lightly. To him, this is not "not infill." It is surrounded on three sides by the City and has commercial business development across the street. What is being proposed fits in with the surrounding area. Annexation is never a decision he takes lightly, but this annexation makes sense to him.

There was no further discussion or comments.

A Roll Call vote was taken. Mr. Boyd – Yes, Mr. Stanczak – Yes, Mr. Danenberger – Yes, Ms. Patino – Yes, Mr. Galpalli – Yes, Mr. Sant-Amour – Yes, Chairperson Mohr – No. The motion was approved (6-1-0).

Chairperson Mohr asked staff what the remaining request was before the Commission. Mr. Wetterow state the remaining request is for the preliminary plan.

Mr. Stanczak made a motion that to find that the proposed amended preliminary plan meets the purpose and intent of Chapter 24 of the City Code and recommends approval of the petition submitted by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Preliminary Plan for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004). Commissioner Boyd seconded.

There was no discussion on the motion made.

A Roll Call vote was taken. Mr. Boyd – Yes, Mr. Stanczak – Yes, Mr. Danenberger – Yes, Ms. Patino – Yes, Mr. Galpalli – Yes, Mr. Sant-Amour – Yes, Chairperson Mohr – No. The motion was approved (6-1-0).

Chairperson Mohr asked if there was anything more the Commission had to do related to this topic as he did not believe there was. Staff stated there were not. Ms. Smith noted that the annexation petition would go before the City Council on March 28th as this is the intent of the petitioner. The preliminary plan will also go before the City Council for approval on March 28th.

DRAFT

REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Ordinances be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: QuikTrip Corporation has submitted a petition for approval of an annexation agreement for an approximately 80 acre property generally located west of Interstate 55 and south of West Market Street. Of the 80 acres, approximately 15 acres nearest West Market Street are proposed to be divided into three commercial lots with related infrastructure upgrades, with no immediate plans to develop the remaining acres. This is depicted on the draft Preliminary Plan, which is included as an exhibit to the proposed Annexation Agreement. Additionally, upon annexation, the first three lots are proposed to be zoned B-1 (General Commercial) District; the remaining acreage would be zoned A - (Agriculture) District.

On Wednesday, March 2, 2022, the Planning Commission held a public hearing and voted 6-1-0 to recommend approval of the annexation agreement and zoning map amendment. The recommendation is consistent with the staff recommendation.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 2, 2022, in relation to the zoning map amendment. The City published notice of the hearing in *The Pantagraph* on Monday, February 14, 2022. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property.

A notification sign was placed on the property. Notice of the proposed annexation was sent via certified mail to the required governmental entities per state statute and City requirements.

FINANCIAL IMPACT: The proposed annexation and zoning map amendment will allow for investment and development of vacant property adding to the City's tax base including: Property Tax, State and Local Motor Fuel Tax, Home Rule & State Sales Tax, and Food & Beverage Tax also resulting in job creation and potentially increasing future revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of West Market Street as both a low density residential and a commercial activity center. The Land Use Priorities map identifies this area as a Tier 2 priority, land immediately adjacent to the City's incorporated area, and with access to all City services. This area is also identified as an emerging neighborhood boundary. The Tier 2 priority would imply an intent to annex the property soon. The portion of the property proposed for a B-1 zoning map amendment supports the following Comprehensive Plan goals: ED-1.2 Leverage community assets in attracting business. ED-4.4 Evaluate commercial land use needs in the context of changing economic trends. CF-1. Continue to provide quality public facilities and services.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/14/2022

Chris Tomerlin, Budget Manager 4/18/2022

George Boyle

George Boyle, Assistant Corporation Counsel 4/21/2022

Tara Henry, Legislative Assistant & Records Manager 4/22/2022

Attachments:

- E&CD 8B Annexation Petition
- E&CD 8C Ordinance_Annexation Petition
- E&CD 8D Ordinance_Map Amendment
- E&CD 8E Annexation Plat
- E&CD 8F Tax Information

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

State of Illinois)
) ss.
County of McLean)

Now Comes, QuikTrip Corporation (hereinafter referred to as "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").

2. The Annexation Plat prepared by Mark Wayne Wiley, Illinois Professional Land Surveyor No. 035-003713 of SWT Design, Inc. on December 23, 2021, is attached hereto and incorporated herein as Exhibit B.

3. The Premises presently has a zoning classification of Agricultural District (A) under the provisions of the McLean County Zoning Ordinance.

4. The Premises is the subject of a proposed Annexation Agreement (hereinafter referred to as the "Annexation Agreement") by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter referred to as the "City") and Petitioner. A copy of the Annexation Agreement is attached hereto as Exhibit C and incorporated herein.

5. The Annexation Agreement provides that, upon annexation of the Premises to the City of Bloomington, the northern most part of the Premises shall be zoned B-1 (General Business District) and the remainder of the Premises shall be zoned A (Agricultural) under the provisions of Chapter 44 of the Bloomington City Code of 1960, as amended.

6. The requested zoning classification of B-1 in the area set forth in the Annexation Agreement is more compatible with existing uses and/or zoning of adjacent property than the zoning of that portion of the Premises as A.

7. The requested zoning classification of B-1 in the area set forth in the Annexation Agreement is more suitable for a portion of the Premises as set forth in the Annexation Agreement and the benefits realized by the general public in approving this petition will exceed the hardships imposed on Petitioner by the zoning of the entire Premises as A.

8. Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois approve the Annexation Agreement, annex the Premises to the City of Bloomington and amend the Official Zoning Map of the City to reclassify the Premises into the zoning district classifications as set forth in the Annexation Agreement.

Wherefore, Petitioner respectfully prays that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, approve this Petition and, subject to the approval of the Annexation Agreement, annex the Premises to the City of Bloomington, McLean County, Illinois, and amend the Official Zoning Map of the City to classify the Premises into the zoning classifications set forth in the Annexation Agreement.

Respectfully submitted,

QuikTrip Corporation

By: [redacted]
Gwen Keen, Real Estate Project Manager

Prepared by:
John L. Pratt
Pratt and Pratt, P.C
217 E. Washington Street
Bloomington, IL 61701
(309) 828-2302
jlp@prattandprattpc.com

Exhibit A

SWT DESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO, MISSOURI
STATE OF ILLINOIS

12-22-21

Annexation Description

A tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 - State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being

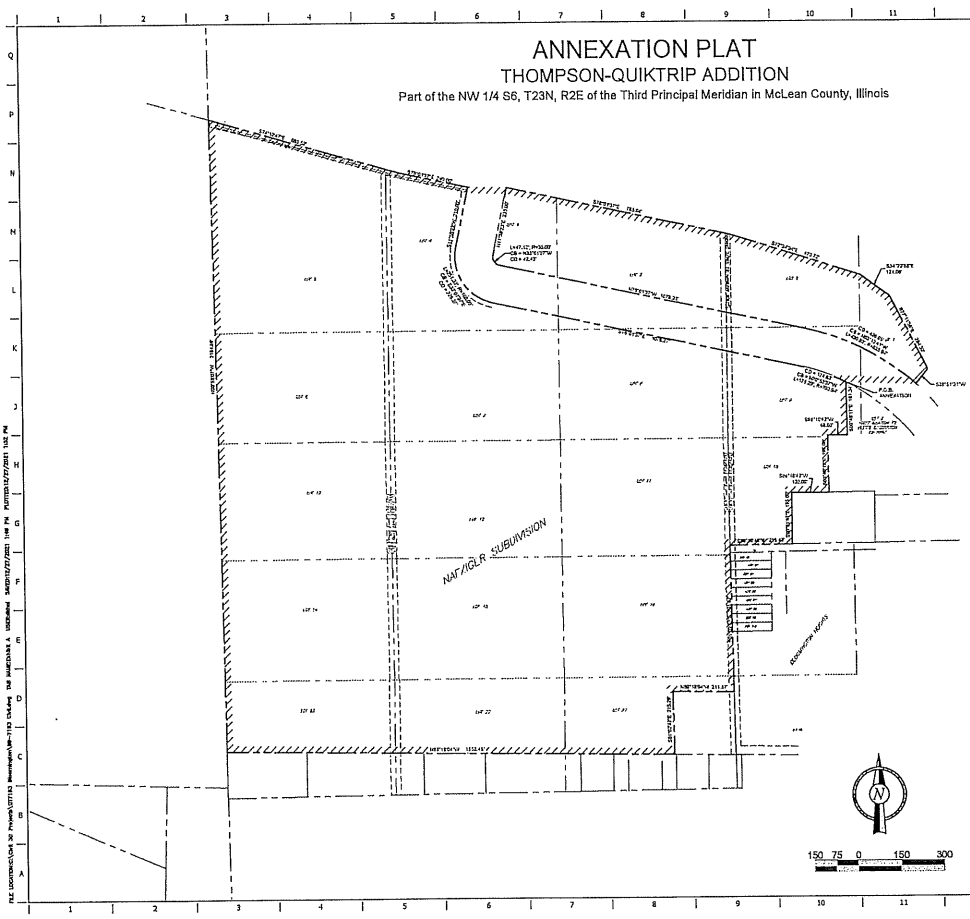
in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

Exhibit B

ANNEXATION PLAT

THOMPSON-QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois



LEGEND

	PROPERTY BOUNDARY LINE
	ADJACENT LOT LINES
	FORMER PLAT LOT LINES
	EASEMENT LINES
	LINES OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING

This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1-5, 8-10 and 21-23 and All Lots 6-8 and 11-18 C. A. Hartzler's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 83.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 185.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 133.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 8, Page 148 in The McLean County Recorde a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.33 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.43 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 56 minutes 07 seconds West a distance of 2164.99 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 583.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.36 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.55 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.04 feet on arc distance of 288.34 and a chord bearing and distance of North 58 degrees 18 minutes 56 seconds West 288.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St Louis Missouri

Design Firm Registration
#184-003401

Matthew West PLS # 035-003313

12-23-2021

MATTHEW WEST
035-003313
PROFESSIONAL LAND SURVEYOR
ILLINOIS
ILLINOIS LICENSED
EXPIRES 11/30/2022

PROJECT NO. SW-7193

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

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PROTOTYPE: R-06.1
DATECH: 99
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: DKH
REVIEWED BY: PL

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE: 12/23/2021

SHEET TITLE:
ANNEXATION PLAT

SHEET NUMBER:
EXHIBIT A

Exhibit C

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 QuikTrip Corporation, hereinafter referred to as "Owner" enter into this Annexation Agreement ("Agreement") for the annexation of property into the City. **Owner shall refer to QuikTrip Corporation, their successors, or assigns.**

WHEREAS, Owner is the owner of approximately 88.1 acres, less public right-of-way, with frontage on W. Market Street and hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference (hereinafter "Premises" or "Property"); and

WHEREAS, Owner has submitted a Preliminary Plan of Thompson-QuikTrip Addition, attached hereto as Exhibit B (hereinafter "Preliminary Plan"), of how it proposes to develop the Property; and

WHEREAS, the Owner is desirous of having the 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 B-1, General Commercial District, for the front portion (Lots 1, 2, 3, Outlots A, and B) of the Property and remaining acreage (Lot 4) zoned A, Agricultural, upon annexation to the City; and

All Lots referenced shall include any subdivisions thereof.

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 PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit A to the City's corporate limits, no later than 30 days after approval and execution of this Annexation Agreement. The City shall publicize and give such notices and conduct 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.

3. ZONING.

City agrees to rezone the Premises, upon annexation, legally described on Exhibit D (Lot 1), Exhibit E (Lot 2), Exhibit F (Lot 3), Exhibit G (Outlot A), and Exhibit H (Outlot B) to B-1, General Commercial District subsequent to any public hearings required by the City Code. City further agrees to rezone the Premises, upon annexation, legally described on Exhibit I (Lot 4) to A, Agriculture subsequent to any public hearings required by the City Code.

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:

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

A. The Owner shall have the following obligations regarding streets as reflected on the Preliminary Plan attached as Exhibit B:

(1) Wylie Drive

(i) **At the Time of Final Platting Lot 2:** The Owner shall dedicate all right-of-way as is required for the extension of Wylie Drive from Market Street (U.S. 150) to the south of Lot 2 (Up to Keen Crossing).

(ii) **At the Time of Final Platting Lot 2:** Construct Wylie Drive, including a five-foot wide sidewalk on the west side of Wylie Drive, from Market Street (U.S. 150) to the intersection of Keen Crossing.

(iii) **At the Time of Final Platting Lot 2:** Construct a ten-foot-wide multi-use path on the east side of Wylie Drive from Market Street (U.S. 150) to Bloomington Heights Road.

(iv) **At the Time of Final Platting of Lot 4:** Wylie Drive right-of-way shall be dedicated to the southern limits of the Property.

(v) **At the Time of Final Platting of Lot 4:** Construct Wylie Drive, including a five-foot wide sidewalk on the west side of Wylie Drive, from Keen Crossing to the southern limits of Property.

(vi) **At the Time of Final Platting of Lot 4:** Construct a ten-foot wide multi-use path on the east side of Wylie Drive from Bloomington Heights Road to the southern limits of "Property".

(2) J.C. Parkway

(i) **At the Time of Platting of Lot 2:** The Owner shall dedicate all right-of-way as is required for the extension of J. C. Parkway from Market Street (U.S. 150) to the intersection of Keen Crossing.

(ii) **At the Time of Final Platting of Lot 2:** Construct and extend J.C. Parkway, including a five-foot wide sidewalk on the east side of J.C. Parkway, from Market Street (U.S. 150) to the intersection of Keen Crossing.

(iii) **At the Time of Final Platting of Outlot A:** Construct a five-foot wide sidewalk on the west side of J.C. Parkway from Market Street (U.S. 150) to the intersection of Keen Crossing.

(3) Bloomington Heights Road

(i) **At the Time of Final Platting of Lot 2:** Construct and extend Bloomington Heights Road from the intersection of the extension of Wylie Drive to the eastern limits of Outlot B.

(ii) **At the Time of Final Platting of Lot 3:** Construct a ten-foot wide multi-use path on the north side of Bloomington Heights Road from the intersection of Wylie Drive to the eastern limits of Outlot B.

(iii) **At the Time of Final Platting of Lot 4:** Construct a five-foot wide sidewalk on the south side of Bloomington Heights Road from the intersection of Wylie Drive to the eastern limits of Lot 4.

(4) Keen Crossing

(i) **At the time of Final Platting of Lot 2:** The Owner shall dedicate all right-of-way as is required for Keen Crossing on the south side of Lot 2, from the Wylie Drive extension west to the western edge of the Property.

(ii) **At the time of Final Platting of Lot 2:** Construct Keen Crossing, including a five-foot wide sidewalk along the north side, from Wylie Drive to the intersection of J.C. Parkway.

(iii) **At the Time of Final Platting of Lot 4:** Construct a five-foot wide sidewalk on the south side of Keen Crossing from Wylie Drive to the western edge of the Property.

(iv) **At the Time of Final Platting of Outlot A:** Construct Keen Crossing, including a five-foot wide sidewalk along the north side, from the intersection of J.C. Parkway to the western edge of the Property.

(5) Market Street (U.S. 150)

(i) *Intersection Design Studies.*

(a) **At the Time of Preliminary Plan Approval:** The Owner shall complete and file for approval, with the Illinois Department of Transportation (hereinafter referred to as "IDOT") and the City of Bloomington, Intersection Design Studies for the Market Street (U.S. 150) – J.C. Parkway intersection and the Market Street (U.S. 150) – Wylie Drive intersection. The Intersection Design Studies shall include improvements for pedestrians to safely cross both intersections in north-south and east-west directions. Both intersections shall provide for one east/west crossing on the south side of the intersection and one north/south crossing on the east side of the intersection.

(b) **At the Time of Final Platting of Lot 2:** The Owner shall dedicate all right-of-way (by Final Plat or separate document) as is required for the reconfiguration of the Market Street (U.S. 150) - J.C. Parkway intersection and the Market Street (U.S. 150) – Wylie Drive intersection as determined by the Intersection Design Studies that is approved and agreed upon by IDOT, the City and the Owner.

(c) **At the Time of Final Platting of Lot 2:** Construct the necessary infrastructure modifications directly associated with the Property as necessary to meet the requirements of the Intersection Design Studies as made necessary by the development that are approved and agreed upon by IDOT, the City and the Owner.

(ii) **At the time of Final Platting of Lot 2:** Construct a five-foot wide sidewalk on the south side of Market Street (U.S. 150) from J.C. Parkway to Wylie Drive.

B. Amended Preliminary Plan for Lot 4: Lot 4 is subject to an Amended Preliminary Plan as indicated on the Preliminary Plan (Exhibit B). Lot 4 is subject to the following:

(1) sewer and easement dedications as depicted on the Preliminary Plan (Exhibit B); and

(2) the extension of Wylie Drive to the south limits of "Property". City agrees to amend the Preliminary Plan to modify the location of future road extensions as long as the proposed new locations comply with the City Code and the *McLean County Long-Range Metropolitan Transportation Plan 2045* and Owner dedicates the new right-of-way.

C. Public Water Improvements: The Owner shall have the following obligations regarding water improvements.

(1) Right-of-Way. All necessary water mains shall be built within dedicated public right-of-way or dedicated easements as depicted in the Preliminary Plan (Exhibit B).

(2) Improvement Obligations.

(a) **At the Time of Final Platting of Lot 4:** Build necessary water main extensions to serve Lot 4. Any oversizing of water mains, in excess of 8", as required by the City, shall be paid by the City.

(b) **Tap On Fees for Public Water Improvements are Waived:** The City shall waive any and all tap on fees for Lots 1, 2, and 3 for public water improvements on the Property.

D. Public Sanitary Sewer Improvements: The owner shall have the following obligations regarding sanitary sewer improvements.

(1) Right-of-Way. All necessary sanitary sewers shall be built within dedicated public right-of-way or dedicated easements as depicted in the Preliminary Plan (Exhibit B).

(2) Improvement Obligations.

(a) **At the Time of Platting of Lot 2:** Build necessary sanitary sewer extensions to serve Lots 1, 2, and 3 as depicted in the Preliminary Plan (Exhibit B) extending up from the existing sanitary

sewer at Constitution Trail south of Washington Street. Any oversizing of sanitary sewers, as required by the City, shall be paid by the City.

(b) **At the Time of Final Platting of Lot 4:** Build any additional sanitary sewer main extensions to serve Lot 4. Any oversizing of sanitary sewers, as required by the City, shall be paid by the City.

(c) **Tap On Fees for Sanitary Sewer are Waived:** The City shall waive any and all tap on fees for Lots 1, 2, and 3 for sanitary sewers on the Property.

E. Storm Water Detention. All Lots shall meet the City's storm water detention requirements. Storm water basins shall be "dry bottom" basins. The basins shall be privately maintained. Basin design shall ensure outfall stormwater does not create adverse impacts to downstream properties. Lots 1 and 2 are to have a combined detention system which is to be maintained by Owner in accordance with a recorded private maintenance agreement. All other lots will be responsible for providing their own privately maintained stormwater detention facility per city requirements.

F. This Agreement shall be contingent upon the City approving the Preliminary Plan (Exhibit B) for the Premises filed herewith.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owners shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

That owners, 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 Premises to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. OUTLOT B TO BE USED FOR OFF PREMISE SIGNAGE AND DETENTION

Owner shall be entitled to use Outlot B for off premises signage to advertise any business being operated on the Property in the Owner's sole discretion. The City will approve and accept a high rise sign having a maximum height of 150 feet to be constructed in a manner that is substantially similar to the signage plans and specifications set forth in Exhibit J. Owner shall comply with the IDOT rules and regulations in installing and maintaining signage on Outlot B. Outlot B may also be used by Owner for water detention purposes for the benefit of Lot 3.

8. 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.

9. VIDEO GAMING

Upon proper application thereof, and receipt of payment of fees required, the City shall take the necessary actions to ensure a video gaming license is available and issued if a truck stop is developed on Lot 2 of the Subject Property. Owner's application shall meet the requirements of the City Code pertaining to video gaming which is in effect as of the date of the adoption of this Agreement and Owner shall be required to comply with the City Code provisions on video gaming.

10. 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.

11. 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:

To the City of Bloomington, Illinois ("City"):

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

To QuikTrip Corporation ("Owner"):

QuikTrip Corporation
Attn: RE Department
2255 Bluestone
St. Charles, MO 63303

With a Copy to:

QuikTrip Corporation
Attn: Legal Department
4777 South 129th East Avenue
Tulsa, OK 74134

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

12. 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.

13. 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 Owners that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent 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 Owners will (a) result in a breach or default under any agreement to which the Owners are 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 Owners 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 Owners.

O. Recording. After the Owners have 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.

P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2022, at Bloomington, Illinois.

CITY OF BLOOMINGTON

By:_____
Mboka Mwilambwe, Mayor

Attest:

By:_____
City Clerk

OWNER:

QUIKTRIP CORPORATION

By: _____
Jarod Mendez,
Division Real Estate Manager

ORDINANCE NO. 2022 – _____

AN ORDINANCE APPROVING THE ANNEXATION OF LAND LOCATED WEST OF I-55 AND SOUTH OF WEST MARKET STREET, IN MCLEAN COUNTY, ILLINOIS, CONSISTING OF 80 ACRES MORE OR LESS (A/K/A QUIKTRIP-THOMPSON ADDITION) TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

WHEREAS, QuikTrip Corporation (hereinafter "Owner") is the owner of record of certain real property consisting of approximately 80 acres, located in unincorporated McLean County, Illinois, and legally described in Exhibit A attached to this Ordinance (hereinafter "Unincorporated Parcel"); and

WHEREAS, the City of Bloomington and Owner have approved an annexation agreement for said premises; and

WHEREAS, no electors reside on the Unincorporated Parcel; and

WHEREAS, the City Council of the City of Bloomington 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 State Law and City Code; and

WHEREAS, Owner has filed with the City Clerk a duly executed petition for annexation that seeks annexation of the Unincorporated Parcel to the City; and

WHEREAS, Owner and the City desire to have the Unincorporated Parcel annexed to the City pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

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

Section 1. The above recitals are hereby incorporated into this Ordinance.

Section 2. The City Council hereby approves the petition for annexation for the property described in Exhibit A, known as QuikTrip Thompson Addition, and hereby annexes said property into the corporate limits of the City of Bloomington and the boundary of said city is hereby changed to include said premises.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. The City Clerk shall be, and is hereby, authorized and directed to record in the Office of the McLean County Clerk promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation (attached as Exhibit B), and the affidavits of service of notice as required by law. The City Clerk shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving

the Unincorporated Parcel of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

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

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

Section 7. This Ordinance shall be in full force and effect on and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the McLean County Clerk's Office; provided, however, that this Ordinance shall be of no force or effect until after the Annexation Agreement has fully been executed by the City and the Owner.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Annexation Description Lot 1

A Tract of land being part of Lot 1 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A"; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to theleft having a radius of 1050.00 feet and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point being the point of beginning of the tract being described; thence North 00 degrees 47 minutes 03 seconds West a distance of 254.27 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence leaving JC Parkway South 74 degrees 12 minutes 47 seconds East along said West Market Street a distance of 269.82 feet to a point; thence leaving the South right of way line of said West Market Street South 11 degrees 48 minutes 15 seconds West a distance of 206.25 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 38.33 feet to a point; thence South 11 degrees 48 minutes 12 seconds West a distance of 23.16 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 175.42 feet to the point of beginning and containing 1.30 acres.

Subject to easements, restrictions, reservations and covenants of record, if any.

Annexation Description Lot 2

A Tract of land being part of Lots 4,5,6 and 7 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left

having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A'' and being the point of beginning of the tract being described; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street “A” North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050 and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 175.42 feet to a point; thence North 11 degrees 48 minutes 12 seconds East a distance of 23.16 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 38.23 feet to a point; thence North 11 degrees 48 minutes 15 seconds East a distance of 206.25 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9, width varies); thence South 74 degrees 12 minutes 47 seconds East along said South line 137.13 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 269.48 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 9.86 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 348.61 feet to the point of beginning and containing 7.14 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

Annexation Description Lot 3

A Tract of land being part of Lots 1-4 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence along a curve to the Left having a radius of 883.94 feet an arc length of 202.81 feet the chord bearing and distance being North 71 degrees 03 minutes 40 seconds West 202.31 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West a distance of 1078.25 feet to a point of curve; thence along a curve to the Right having a radius of 30.00 feet the arc length being 47.12 feet the chord bearing and distance being North 33 degrees 01 minutes 37 seconds West 42.43 feet to a point of tangency; thence North 11 degrees 58 minutes 23 seconds East a distance of 235.00 feet to a point; thence leaving the Bloomington Heights Road South 78 degrees 01 minutes 37 seconds East along the south line

of Market Street (AKA US 150 and State Highway 9 width varies) a distance of 785.04 feet to a point; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 250.10 feet to the place of beginning and containing 7.55 acres more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

Annexation Description Out Lot “A'

A Tract of land being part of Lots 5 and 6 of C. A. Nafziger's Subdivision being part ofthe Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third ' Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord earing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street “A”; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street “A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence North 78 degrees 01 minutes 37 seconds West a distance of 100.00 feet to a point on the West pright of way line of JC Parkway and being the point of beginning of the tract being described; thence continuing along Public Street “A” North 78 degrees 01 minutes 37 seconds West a distance of 118.43 feet to a point on the line common to Range 1 and Range 2 East of the Third principal Meridian; thence leaving said Public Street "A" North 00 degrees 58 minutes 07 seconds West along said Range Line a distance of 680.85 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence South 74 degrees 12 minutes 47 seconds East a distance of 172.24 feet to a point; thence leaving said South line South 00 degrees 47 minutes 03 seconds East along the West line of JC Parkway a distance of 342.38 feet to a point of curve; thence along a curve to the Right having a radius of 950.00 feet, arc of 211.52 feet and the chord bearing and distance of South 05 degrees 35 minutes 40 seconds West 211.08 feet to a point of tangency; thence South 11 degrees 58 minutes 23 seconds West a distance of 108.40 feet to the point of beginning and containing 2.41 acres.

Subject to easements, restrictions, reservations and covenants of record, if any.

Annexation Description Out Lot “B

A Tract of land being part of Lots 1-2 of C. A. Nafziger's Subdivision being part ofNorthwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal wMeridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence North 00 degrees 08 minutes 05 seconds West a distance of 250.10 feet to a point on the south line of West Market Street (aka US 150 & State Street 9 width varies); thence South 54 degrees 29 minutes 58 seconds East a distance of 124.06 feet to a point; thence south 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence leaving said right of way South 38 degrees 51 minutes 31 seconds West a distance of 65.95 to a point on the North right of way of Bloomington Heights road as previously mentioned; thence along a curve to the Left having a radius of 833.94 feet an arc length of 228.02 feet the chord bearing and distance being North 56 degrees 15 minutes 40 seconds West 227.31 feet to the point of beginning and containing 43,167 square feet or 0.99 acres.

Subject to easements, restrictions, reservations and covenants of record, if any.

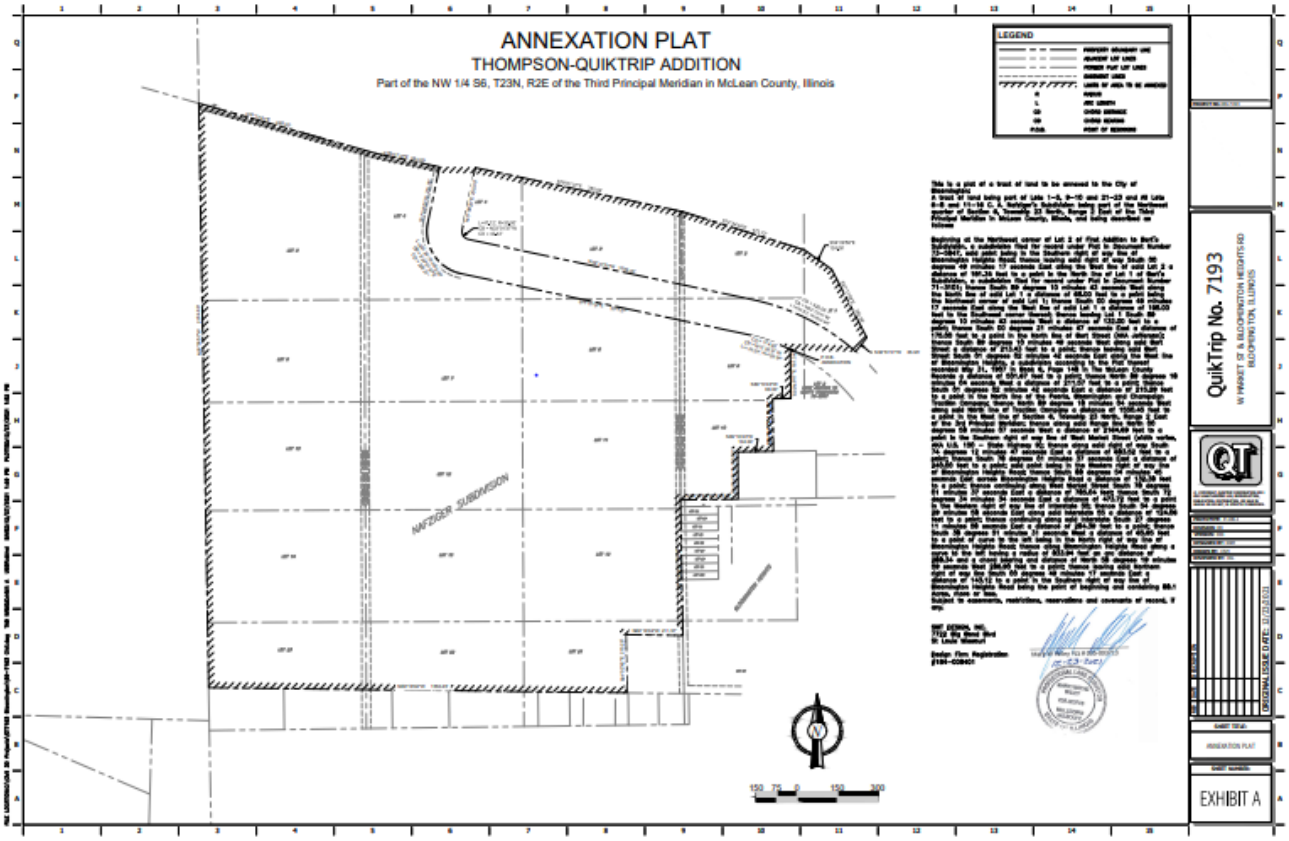
Annexation Description Lot 4

A Tract of land being part of Lots 3-4, 9-10 and 21-23 and All Lots 11-16 of C. A.Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records, a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Section line

North 00 degrees 58 minutes 07 seconds West a distance of 1381.23 feet to a point in the Southern right of way line Public Street "A"; thence leaving the West line of Section 6 South 78 degrees 01 minutes 37 seconds East along the South line of said Public Street "A" (100 feet wide) a distance of 756.40 feet to a point on the West line of Wylie Drive (100 feet wide); thence leaving said Public Street "A" South 11 degrees 58 minutes 23 seconds West along the said West Line of Wylie Drive a distance of 76.25 feet to a point; thence leaving said West line South 78 degrees 01 minutes 37 seconds East a distance of 100 feet to a point on the East line of said Wylie Drive; thence North 11 degrees 58 minutes 23 seconds East along the East line a distance of 399.34 feet to a point; thence leaving the West line of said Drive North 56 degrees 58 minutes 23 seconds East a distance of 35.36 feet to a point on the South line of Bloomington Heights Road (130 feet wide); thence South 78 degrees 01 minutes 37 seconds East along said Bloomington Heights Road a distance of 1103.41 feet to a point of curve; thence along a curve to the right having a radius of 703.94 feet an arc distance of 175.29 feet and a chord bearing and distance of South 70 degrees 53 minute 37 seconds East a distance of 174.83 feet to the point of beginning and containing 59.51 Acres, more or less.

EXHIBIT B
ANNEXATION PLAT



ORDINANCE NO. 2022 – _____

AN ORDINANCE PROVIDING FOR A ZONING MAP AMENDMENT FOR ANNEXED PROPERTY TO B-1 (GENERAL COMMERCIAL) DISTRICT AND A (AGRICULTURAL) DISTRICT ZONING

WHEREAS, there has heretofore been filed with the City Clerk of the City of Bloomington, McLean County, Illinois, an Annexation Agreement between the City of Bloomington and QuikTrip Corporation and a Petition for Annexation to said City including a request for amendment of the Official Zoning Map of said City, for the premises legally described in Exhibit A, attached hereto and made a part hereof by this reference (hereinafter, "the premises"); and

WHEREAS, the City Council has approved both the annexation agreement and petition for annexation of the premises; and

WHEREAS, the Annexation Agreement provides that, upon annexation of the premises to the City, said premises would be zoned B-1 (General Commercial) District and A (Agricultural) district, as depicted in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the Planning Commission, conducted a public hearing on the request for amendment of the Official Zoning Map of the City, found said amendment to be in the best interest of the City and not solely for the benefit of the requester, and recommended the City Council approve said amendment; and

WHEREAS, the City Council of said City has the power to pass this Ordinance to zone said premises as provided in the Annexation Agreement; and

WHEREAS, said requested zoning map amendment is reasonable and proper and in keeping with the intent of Chapter 44 of The Code of the City of Bloomington.

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

Section 1. The above recitals are hereby incorporated into this Ordinance.

Section 2. That the premises legally described in Exhibit A is hereby zoned as depicted in Exhibit B, with Lots 1-3 and Outlots A & B zoned B-1 (General Commercial) District and Lot 4 zoned A – (Agricultural) District.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall be effective immediately upon the date of its publication as provided by law.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A
LEGAL DESCRIPTION & REZONING

Legal Description Lot 1 – Zoned B-1 (General Commercial)

A Tract of land being part of Lot 1 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A"; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050.00 feet and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point being the point of beginning of the tract being described; thence North 00 degrees 47 minutes 03 seconds West a distance of 254.27 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence leaving JC Parkway South 74 degrees 12 minutes 47 seconds East along said West Market Street a distance of 269.82 feet to a point; thence leaving the South right of way line of said West Market Street South 11 degrees 48 minutes 15 seconds West a distance of 206.25 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 38.33 feet to a point; thence South 11 degrees 48 minutes 12 seconds West a distance of 23.16 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 175.42 feet to the point of beginning and containing 1.30 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

Legal Description Lot 2 – Zoned B-1 (General Commercial)

A Tract of land being part of Lots 4,5,6 and 7 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left

having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A'' and being the point of beginning of the tract being described; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street “A” North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050 and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 175.42 feet to a point; thence North 11 degrees 48 minutes 12 seconds East a distance of 23.16 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 38.23 feet to a point; thence North 11 degrees 48 minutes 15 seconds East a distance of 206.25 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9, width varies); thence South 74 degrees 12 minutes 47 seconds East along said South line 137.13 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 269.48 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 9.86 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 348.61 feet to the point of beginning and containing 7.14 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

Legal Description Lot 3 – Zoned B-1 (General Commercial)

A Tract of land being part of Lots 1-4 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence along a curve to the Left having a radius of 883.94 feet an arc length of 202.81 feet the chord bearing and distance being North 71 degrees 03 minutes 40 seconds West 202.31 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West a distance of 1078.25 feet to a point of curve; thence along a curve to the Right having a radius of 30.00 feet the arc length being 47.12 feet the chord bearing and distance being North 33 degrees 01 minutes 37 seconds West 42.43 feet to a point of tangency; thence North 11 degrees 58 minutes 23 seconds East a distance of 235.00 feet to a point; thence leaving the Bloomington Heights Road South 78 degrees 01 minutes 37 seconds East along the south line of Market Street (AKA US 150 and State Highway 9 width varies) a distance of 785.04 feet to a

point; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 250.10 feet to the place of beginning and containing 7.55 acres more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

Legal Description Out Lot A – Zoned B-1 (General Commercial)

A Tract of land being part of Lots 5 and 6 of C. A. Nafziger's Subdivision being part ofthe Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third 'Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord earing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street “A”; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street “A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence North 78 degrees 01 minutes 37 seconds West a distance of 100.00 feet to a point on the West right of way line of JC Parkway and being the point of beginning of the tract being described; thence continuing along Public Street “A” North 78 degrees 01 minutes 37 seconds West a distance of 118.43 feet to a point on the line common to Range 1 and Range 2 East of the Third principal Meridian; thence leaving said Public Street "A" North 00 degrees 58 minutes 07 seconds West along said Range Line a distance of 680.85 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence South 74 degrees 12 minutes 47 seconds East a distance of 172.24 feet to a point; thence leaving said South line South 00 degrees 47 minutes 03 seconds East along the West line of JC Parkway a distance of 342.38 feet to a point of curve; thence along a curve to the Right having a radius of 950.00 feet, arc of 211.52 feet and the chord bearing and distance of South 05 degrees 35 minutes 40 seconds West 211.08 feet to a point of tangency; thence South 11 degrees 58 minutes 23 seconds West a distance of 108.40 feet to the point of beginning and containing 2.41 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

Legal Description Out Lot B – Zoned B-1 (General Commercial)

A Tract of land being part of Lots 1-2 of C. A. Nafziger's Subdivision being part of Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence North 00 degrees 08 minutes 05 seconds West a distance of 250.10 feet to a point on the south line of West Market Street (aka US 150 & State Street 9 width varies); thence South 54 degrees 29 minutes 58 seconds East a distance of 124.06 feet to a point; thence south 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence leaving said right of way South 38 degrees 51 minutes 31 seconds West a distance of 65.95 to a point on the North right of way of Bloomington Heights road as previously mentioned; thence along a curve to the Left having a radius of 833.94 feet an arc length of 228.02 feet the chord bearing and distance being North 56 degrees 15 minutes 40 seconds West 227.31 feet to the point of beginning and containing 43,167 square feet or 0.99 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

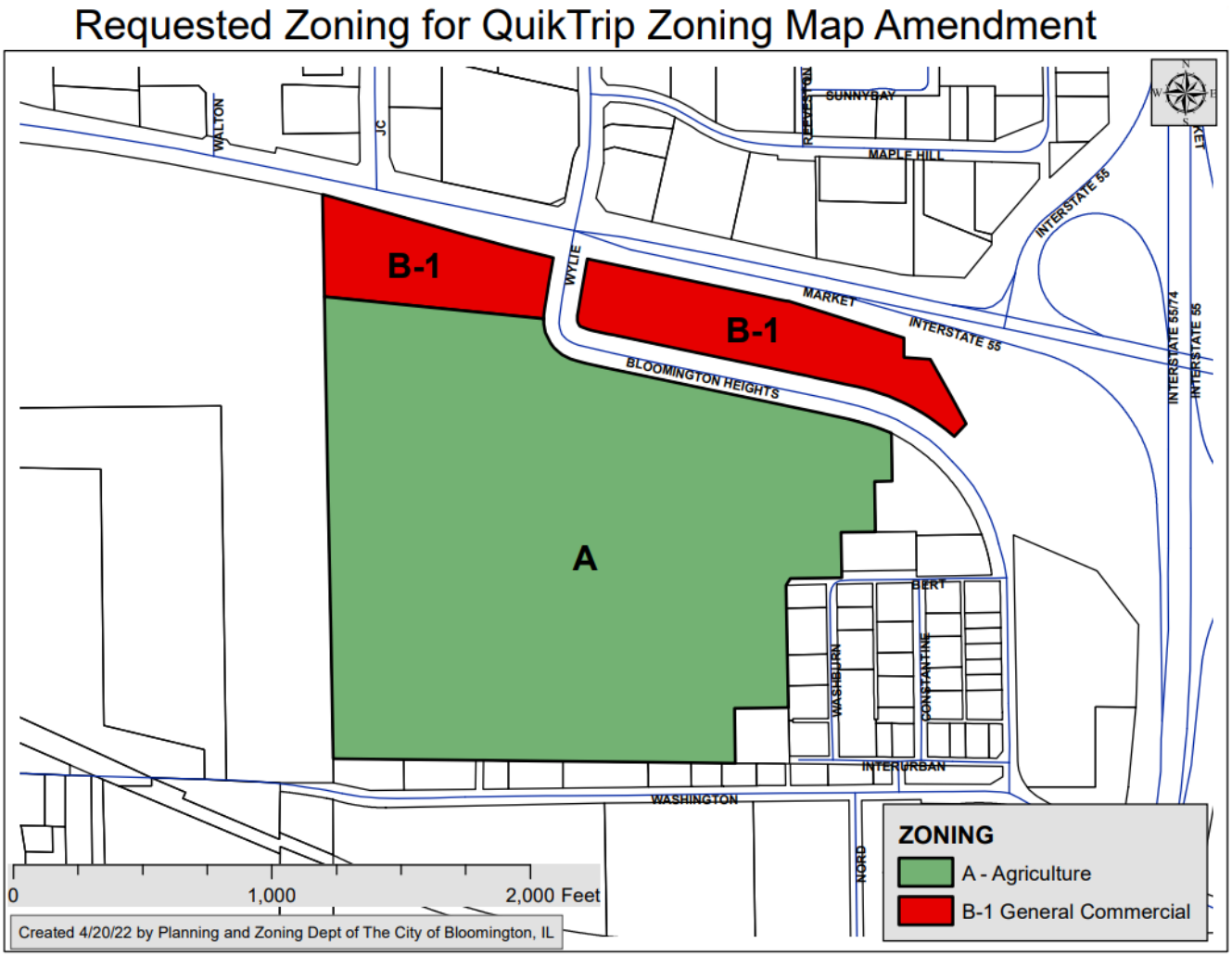
Legal Description Lot 4 - Zoned A (Agricultural)

A Tract of land being part of Lots 3-4, 9-10 and 21-23 and All Lots 11-16 of C. A.Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records, a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Section line North 00 degrees 58 minutes 07 seconds West a distance of 1381.23 feet to a point in the Southern right of way line Public Street "A"; thence leaving the West line of Section 6 South

78 degrees 01 minutes 37 seconds East along the South line of said Public Street "A" (100 feet wide) a distance of 756.40 feet to a point on the West line of Wylie Drive (100 feet wide); thence leaving said Public Street "A" South 11 degrees 58 minutes 23 seconds West along the said West Line of Wylie Drive a distance of 76.25 feet to a point; thence leaving said West line South 78 degrees 01 minutes 37 seconds East a distance of 100 feet to a point on the East line of said Wylie Drive; thence North 11 degrees 58 minutes 23 seconds East along the East line a distance of 399.34 feet to a point; thence leaving the West line of said Drive North 56 degrees 58 minutes 23 seconds East a distance of 35.36 feet to a point on the South line of Bloomington Heights Road (130 feet wide); thence South 78 degrees 01 minutes 37 seconds East along said Bloomington Heights Road a distance of 1103.41 feet to a point of curve; thence along a curve to the right having a radius of 703.94 feet an arc distance of 175.29 feet and a chord bearing and distance of South 70 degrees 53 minute 37 seconds East a distance of 174.83 feet to the point of beginning and containing 59.51 Acres, more or less.

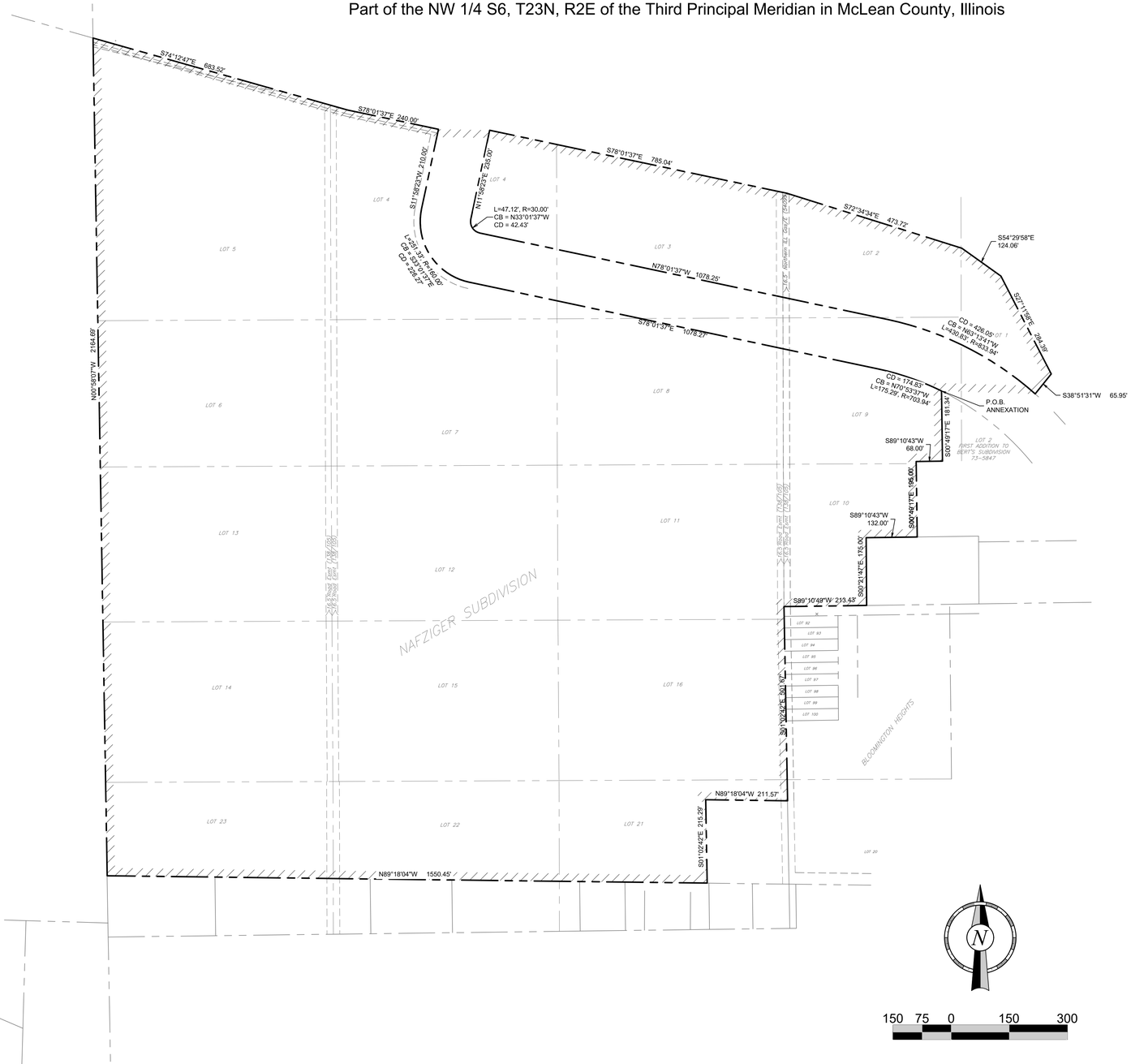
EXHIBIT B
ZONING MAP



ANNEXATION PLAT

THOMPSON-QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois



LEGEND

	PROPERTY BOUNDARY LINE
	ADJACENT LOT LINES
	FORMER PLAT LOT LINES
	EASEMENT LINES
	LIMITS OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING

This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St Louis Missouri

Design Firm Registration
#184–008401

Mark W Wiley PLS # 035-003713
12-23-2021
PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

PROJECT NO.:89-7193

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: P-106.1
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 12/23/2021

SHEET TITLE:
ANNEXATION PLAT

SHEET NUMBER:
EXHIBIT A

FILE LOCATION:C:\Civil 3D Projects\QT7193 Bloomington\89-7193 Civil.dwg TAB NAME:Exhibit A USER:dkhol SAVED:12/27/2021 1:49 PM PLOTTED:12/27/2021 1:52 PM

MEMORANDUM

To: Bloomington City Clerk

From: John L. Pratt

Date: April 8, 2022

Re: Quiktrip Corporation Annexation

Pursuant to City Code Section 8.5-204.A.(6), please find herewith the most recent tax bills and assessed value information for the two parcel identification numbers at issue, being 21-06-102-003 and 21-06-102-004.

McLEAN COUNTY ILLINOIS REAL ESTATE TAX BILL

McLean County

REBECCA C. McNEIL
McLEAN COUNTY TREASURER/COLLECTOR
P.O. BOX 2400
115 E. WASHINGTON, RM M101
BLOOMINGTON, ILLINOIS 61702-2400
Ph (309) 888-5180 Fax (309) 888-5176
Office Hours: 8AM - 4:30PM, Mon. - Fri.
www.mcleancountyil.gov

Township: BLOOMINGTON
Tax Code: 0503
Prop Use Code: 0021

Legal Description
NAFZIGER SUB
PT LTS 3, 4, 5, 8 & 9 LYG S OF IL 9 & LYG S & W OF C.H. 26 & PT LT 10 LYG W OF BERT'S SUB & LYG W OF BERT'S SUB 1ST ADD & ALL LTS 6, 7, 11 THRU 16, 21, 22, & 23 (EX BEG SW COR BLOOMINGTON HEIGHTS SUB, N216.21', W208.74'

21-06-102-003

THOMPSON, MARK C & MARY A
13157 N 900 EAST RD
BLOOMINGTON, IL 61705-6701

DUPLICATE

TIF BASE	0
1977 EQUALIZED	0
SR FREEZE BASE	0
FAIR CASH VALUE	0
TOTAL ACRES	73.49
LAND VALUE	0
+ BUILDING VALUE	0
-HOME IMPROVEMENT	0
= ASSESSED VALUE	0
x STATE MULTIPLIER	1.0000
= EQUALIZED VALUE	0
- HOMESTEAD EXMPT	0
- SR CITZ EXMPT	0
- SR FREEZE EXMPT	0
- DISABLED VET EXMPT	0
- DIS VET HOMESTEAD	0
- DISABLED PER EXMPT	0
- RET VET HOMESTEAD	0
+ FARM LAND	33,057
+ FARM BUILDING	0
= NET TAXABLE VAL.	33,057
x TAX RATE	8.31146
= CURRENT TAX	$2,747.52
+ DRAINAGE	
PRIOR SALE/FORF	NO
= TOTAL TAX DUE	$2,747.52
- TOTAL TAX PAID	$2,747.52
= TOTAL TAX DUE	$0.00

Pay by E-Check, Credit Card or Visa Debit Card at www.mcleancountyil.gov/tax or call 1-877-647-7238. Fee applies: E-Check $2.00 / Credit/Debit Card $1.50+2.25%

Taxing Body		Current Rate	Current Tax	Prior Rate	Prior Tax	Difference
MCLEAN COUNTY		0.75744	$250.40	0.75342	$231.79	18.61
MCLEAN COUNTY	PENSION	0.15642	$51.70	0.16167	$49.74	1.96
BLOOMINGTON TOWNSHIP		0.13700	$45.29	0.13234	$40.71	4.58
BLOOMINGTON TWP FIRE		0.54718	$180.88	0.50793	$156.26	24.62
CUSD 5 NORMAL		5.45139	$1,802.07	5.15835	$1,586.92	215.15
CUSD 5 NORMAL	PENSION	0.19565	$64.67	0.19706	$60.62	4.05
BLOOMINGTON TWP ROAD		0.33876	$111.98	0.32997	$101.51	10.47
GOLDEN PRAIRIE LIBRARY		0.15000	$49.59	0.15000	$46.15	3.44
HEARTLAND COMM COLLEGE 540		0.57762	$190.94	0.58179	$178.98	11.96
Totals		8.31146	$2,747.52	7.97253	$2,452.68	$294.84

Owner Name: THOMPSON, MARK C & MARY A

PENALTIES

PENALTY PER MONTH ADDED AFTER EACH INSTALLMENT DUE DATE.

ADDITIONAL $10 ADDED AFTER DELINQUENT NOTICE IS MAILED

If postmarked after 9/30, contact office. Additional Interest & Penalties apply.

Certified funds required for payments tendered within 30 days of the tax sale.

28062

McLean County Real Estate Tax Bill

Parcel Number 21-06-102-003
Bill Number 2020-045083
Prior Sale/Forf **NO**

Second Installment Due Date **09/16/2021**
Total Due 2nd Install **Paid on 06/15/2021** **$0.00**

2020 PAYABLE 2021

Mail is processed by our bank processing center.
Mail Payments To:
MCLEAN COUNTY COLLECTOR
P.O. BOX 843637
KANSAS CITY, MO 64184-3637

IF POSTMARKED AFTER	TAX	PENALTY	PLEASE PAY
09/16/2021	1,373.76	20.61	1,394.37
09/30/2021	1,373.76	Contact Office	Contact Office

2 THOMPSON, MARK C & MARY A
13157 N 900 EAST RD
BLOOMINGTON, IL 61705-6701

DUPLICATE

2

McLean County Real Estate Tax Bill

Parcel Number 21-06-102-003
Bill Number 2020-045083
Prior Sale/Forf **NO**

First Installment Due Date **06/16/2021**
Total Due 1st Install **Paid on 06/15/2021** **$0.00**

2020 PAYABLE 2021

Mail is processed by our bank processing center.
Mail Payments To:
MCLEAN COUNTY COLLECTOR
P.O. BOX 843637
KANSAS CITY, MO 64184-3637

IF POSTMARKED AFTER	TAX	PENALTY	PLEASE PAY
06/16/2021	1,373.76	0.00	1,373.76
07/16/2021	1,373.76	41.21	1,414.97
08/16/2021	1,373.76	61.82	1,435.58
09/16/2021	1,373.76	82.43	1,456.19
09/30/2021	1,373.76	Contact Office	Contact Office

1 THOMPSON, MARK C & MARY A
13157 N 900 EAST RD
BLOOMINGTON, IL 61705-6701

DUPLICATE

1

Property Information

Parcel Number 21-06-102-003	**Site Address**	**Owner Name & Address** QUIKTRIP CORPORATION 4705 S 129TH EAST AVE TULSA, OK, 74134-7008
Tax Year 2021 (Payable 2022)		
Sale Status None	**Neighborhood Code**	**Land Use**
Property Class 0021 - Farmland	**Tax Code** 0503 -	**Tax Status** Taxable
Net Taxable Value 35,578	**Tax Rate** Unavailable	**Total Tax** Unavailable
Township BLOOMINGTON	**Acres** 73.4900	**Mailing Address**
Tract Number	**Lot Size**	**TIF Base Value** 0

Legal Description

NAFZIGER SUB PT LTS 3, 4, 5, 8 & 9 LYG S OF IL 9 & LYG S & W OF C.H. 26 & PT LT 10 LYG W OF BERT'S SUB & LYG W OF BERT'S SUB 1ST ADD & ALL LTS 6, 7, 11 THRU 16, 21, 22, & 23 (EX BEG SW COR BLOOMINGTON HEIGHTS SUB, N216.21' , W208.71' , S201.21' , NW TO W LN LT 23, S158.15' , E TO SE COR LT 21, N TO POB) & W1/2 VAC THOMPSON AVE LYG E & ADJ

No Photos or Sketches

No Structure Information

Assessments

Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	0	0	35,578	0	0	35,578
Department of Revenue	0	0	35,578	0	0	35,578
Board of Review Equalized	0	0	35,578	0	0	35,578
Board of Review	0	0	35,578	0	0	35,578
S of A Equalized	0	0	35,578	0	0	35,578
Supervisor of Assessments	0	0	35,578	0	0	35,578
Township Assessor	0	0	35,578	0	0	35,578
Prior Year Equalized	0	0	33,057	0	0	33,057

No Billing Information

Payment History

Tax Year	Total Billed	Total Paid	Amount Unpaid
2020	$2,747.52	$2,747.52	$0.00
2019	$2,452.68	$2,452.68	$0.00
2018	$2,289.78	$2,289.78	$0.00

Show 14 More

No Redemptions

No Exemptions

Farmland

Land Type	Acres	EAV
CROPLAND	71.2700	35,374
NON-AGRICULTURAL	0.1700	0
OTHER FARMLAND	2.0500	204
Totals	**73.4900**	**35,578**

Click to open Farmland Details

No Genealogy Information

Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2021	202100029840	Warranty Deed	12/14/2021	GARY THOMPSON MARK THOMPSON MARY THOMPSON	QUIKTRIP CORPORATION	$4,000,000.00	$0.00	$4,000,000.00

No Taxing Bodies Information

Disclaimer

McLean County makes every effort to produce and publish the most current and accurate information possible. The information maintained on this website is an effort to reflect that, but should not be relied upon as a replacement for your actual tax bill or proof of payment. McLean County accepts no responsibility for the consequences of the inappropriate use or interpretation of data. No warranties, expressed or implied, are provided for data herein. By proceeding with a property search, you are stating that this notice has been read and that you understand and agree with its contents.

McLEAN COUNTY ILLINOIS REAL ESTATE TAX BILL

REBECCA C. McNEIL
McLEAN COUNTY TREASURER/COLLECTOR
P.O. BOX 2400
115 E. WASHINGTON, RM M101
BLOOMINGTON, ILLINOIS 61702-2400
Ph (309) 888-5180 Fax (309) 888-5176
Office Hours: 8AM - 4:30PM, Mon. - Fri.
www.mcleancountyil.gov

McLean County

Township: BLOOMINGTON
Tax Code: 0503
Prop Use Code: 0011

Legal Description
NAFZIGERS SUB (EX IL.9 & IL.55) LTS 1 THRU 4 & LT 9 LYG N C.H. 26 PT NW 5-23-2E 10.4 ACRES

21-06-102-004

THOMPSON, MARK C & MARY A
13157 N 900 EAST RD
BLOOMINGTON, IL 61705-6701

DUPLICATE

TIF BASE	0
1977 EQUALIZED	0
SR FREEZE BASE	0
FAIR CASH VALUE	94,540
TOTAL ACRES	10.40
LAND VALUE	6,666
+ BUILDING VALUE	24,845
+HOME IMPROVEMENT	0
= ASSESSED VALUE	31,511
x STATE MULTIPLIER	1.0000
= EQUALIZED VALUE	31,511
- HOMESTEAD EXMPT	0
- SR CITZ EXMPT	0
- SR FREEZE EXMPT	0
- DISABLED VET EXMPT	0
- DIS VET HOMESTEAD	0
- DISABLED PER EXMPT	0
- RET VET HOMESTEAD	0
+ FARM LAND	3,971
+ FARM BUILDING	0
= NET TAXABLE VAL.	35,482
x TAX RATE	8.31146
= CURRENT TAX	$2,949.08
+ DRAINAGE	
PRIOR SALE/FORF	NO
= TOTAL TAX DUE	$2,949.08
- TOTAL TAX PAID	$2,949.08
= TOTAL TAX DUE	$0.00

Pay by E-Check, Credit Card or Visa Debit Card at www.mcleancountyil.gov/tax or call 1-877-647-7238. Fee applies: E-Check $2.00 / Credit/Debit Card $1.50+2.25%

Taxing Body		Current Rate	Current Tax	Prior Rate	Prior Tax	Difference
MCLEAN COUNTY		0.75744	$268.76	0.75342	$277.35	-8.59
MCLEAN COUNTY	PENSION	0.15642	$55.51	0.16167	$59.51	-4.00
BLOOMINGTON TOWNSHIP		0.13700	$48.61	0.13234	$48.72	-0.11
BLOOMINGTON TWP FIRE		0.54718	$194.15	0.50793	$186.97	7.18
CUSD 5 NORMAL		5.45139	$1,934.26	5.15835	$1,898.84	35.42
CUSD 5 NORMAL	PENSION	0.19565	$69.42	0.19706	$72.54	-3.12
BLOOMINGTON TWP ROAD		0.33876	$120.20	0.32997	$121.47	-1.27
GOLDEN PRAIRIE LIBRARY		0.15000	$53.22	0.15000	$55.22	-2.00
HEARTLAND COMM COLLEGE 540		0.57762	$204.95	0.58179	$214.16	-9.21
Totals		8.31146	$2,949.08	7.97253	$2,934.78	$14.30

Owner Name: THOMPSON, MARK C & MARY A

PENALTIES

PENALTY PER MONTH ADDED AFTER EACH INSTALLMENT DUE DATE.

ADDITIONAL $10 ADDED AFTER DELINQUENT NOTICE IS MAILED

If postmarked after 9/30, contact office. Additional Interest & Penalties apply.

Certified funds required for payments tendered within 30 days of the tax sale.

28063

McLean County Real Estate Tax Bill

2020 PAYABLE 2021

Parcel Number 21-06-102-004
Bill Number 2020-045084
Prior Sale/Forf **NO**

Second Installment Due Date **09/16/2021**
Total Due 2nd Install **Paid on 06/15/2021** **$0.00**

Mail is processed by our bank processing center.
Mail Payments To:
MCLEAN COUNTY COLLECTOR
P.O. BOX 843637
KANSAS CITY, MO 64184-3637

IF POSTMARKED AFTER	TAX	PENALTY	PLEASE PAY
09/16/2021	1,474.54	22.12	1,496.66
09/30/2021	1,474.54	Contact Office	Contact Office

DUPLICATE

2

THOMPSON, MARK C & MARY A
13157 N 900 EAST RD
BLOOMINGTON, IL 61705-6701

McLean County Real Estate Tax Bill

2020 PAYABLE 2021

Parcel Number 21-06-102-004
Bill Number 2020-045084
Prior Sale/Forf **NO**

First Installment Due Date **06/16/2021**
Total Due 1st Install **Paid on 06/15/2021** **$0.00**

Mail is processed by our bank processing center.
Mail Payments To:
MCLEAN COUNTY COLLECTOR
P.O. BOX 843637
KANSAS CITY, MO 64184-3637

IF POSTMARKED AFTER	TAX	PENALTY	PLEASE PAY
06/16/2021	1,474.54	0.00	1,474.54
07/16/2021	1,474.54	44.24	1,518.78
08/16/2021	1,474.54	66.35	1,540.89
09/16/2021	1,474.54	88.47	1,563.01
09/30/2021	1,474.54	Contact Office	Contact Office

DUPLICATE

1

THOMPSON, MARK C & MARY A
13157 N 900 EAST RD
BLOOMINGTON, IL 61705-6701

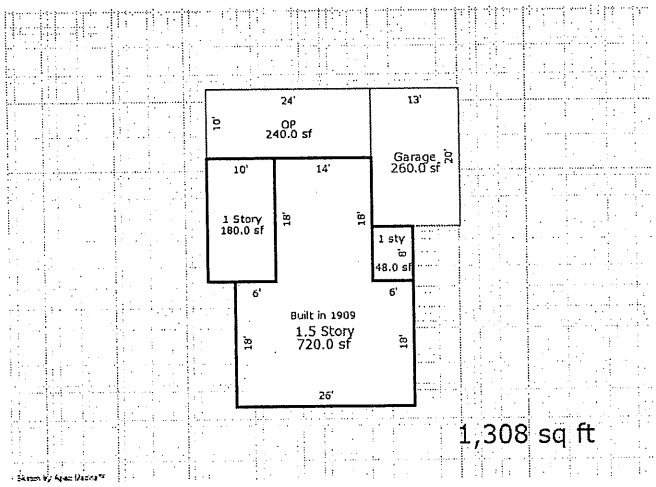
Property Information

Parcel Number 21-06-102-004	**Site Address** 223 BLOOMINGTON HEIGHTS RD BLOOMINGTON, IL 61705	**Owner Name & Address** QUIKTRIP CORPORATION 4705 S 129TH EAST AVE TULSA, OK, 74134-7008
Tax Year 2021 (Payable 2022)		
Sale Status None	**Neighborhood Code**	**Land Use**
Property Class 0011 - Farm improved with Bldgs	**Tax Code** 0503 -	**Tax Status** Taxable
Net Taxable Value 36,540	**Tax Rate** Unavailable	**Total Tax** Unavailable
Township BLOOMINGTON	**Acres** 10.4000	**Mailing Address**
Tract Number	**Lot Size**	**TIF Base Value** 0

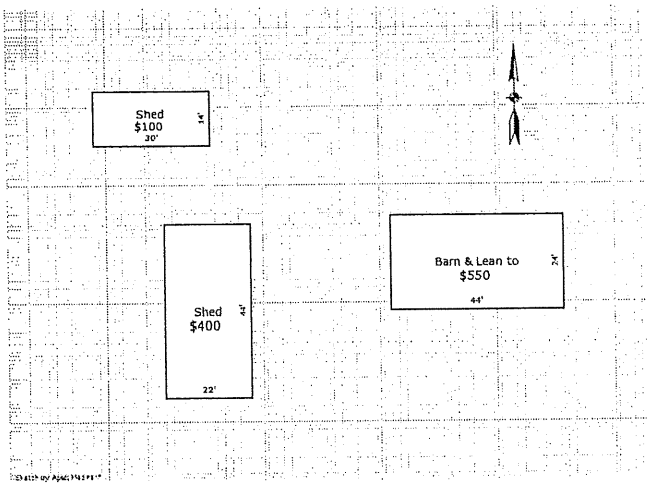
Legal Description
NAFZIGERS SUB (EX IL.9 & IL.55) LTS 1 THRU 4 & LT 9 LYG N C.H. 26 PT NW 5-23-2E 10.4 ACRES

Photos & Sketches

One and One-Half Story/1.5 Story/One Story/1 sty/O



Barn & Lean to/Shed/Shed



Structure (1 of 1)

Assessments

Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	6,834	25,471	4,235	0	0	36,540
Department of Revenue	6,834	25,471	4,235	0	0	36,540
Board of Review Equalized	6,834	25,471	4,235	0	0	36,540
Board of Review	6,834	25,471	4,235	0	0	36,540
S of A Equalized	6,834	25,471	4,235	0	0	36,540
Supervisor of Assessments	6,666	24,845	4,235	0	0	35,746
Township Assessor	6,666	24,845	4,235	0	0	35,746
Prior Year Equalized	6,666	24,845	3,971	0	0	35,482

No Billing Information

Payment History

Tax Year	Total Billed	Total Paid	Amount Unpaid
2020	$2,949.08	$2,949.08	$0.00
2019	$2,934.78	$2,934.78	$0.00
2018	$2,921.36	$2,921.36	$0.00

Show 14 More

No Redemptions

No Exemptions

Farmland

Land Type	Acres	EAV
CROPLAND	7.0900	4,047
HOMESITE	0.7400	0
OTHER FARMLAND	2.5700	188
Totals	**10.4000**	**4,235**

Click to open Farmland Details

No Genealogy Information

Sales History

Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2021	202100029840	Warranty Deed	12/14/2021	GARY THOMPSON MARK THOMPSON MARY THOMPSON	QUIKTRIP CORPORATION	$4,000,000.00	$0.00	$4,000,000.00

No Taxing Bodies Information

Disclaimer

McLean County makes every effort to produce and publish the most current and accurate information possible. The information maintained on this website is an effort to reflect that, but should not be relied upon as a replacement for your actual tax bill or proof of payment. McLean County accepts no responsibility for the consequences of the inappropriate use or interpretation of data. No warranties, expressed or implied, are provided for data herein. By proceeding with a property search, you are stating that this notice has been read and that you understand and agree with its contents.

REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5e. More attractive city: commercial areas and neighborhoods
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 3d. Expanded retail businesses
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
-Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: QuikTrip Corporation is requesting approval of a Preliminary Plan for the Thompson-QuikTrip Addition.

On Wednesday, March 2, 2022, the Planning Commission held a public hearing and voted 6-1-0 to recommend approval of the request for a preliminary plan for Thompson-QuikTrip Addition. The recommendation is consistent with the staff recommendation.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 2, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, February 14, 2022. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property. A notification sign was placed on the property.

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

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan (adopted August, 2015), Future Land Use map, identifies this section of West Market Street as both a low density residential and a commercial activity center. The Land Use Priorities map identifies this area as a Tier 2 priority, land immediately adjacent to the City's incorporated area, and with access to all City services. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan: ED-1.2 Leverage community assets in attracting business. ED-4.4 Evaluate commercial land use needs in the context of changing economic trends. CF-1. Continue to provide quality public facilities and services. UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment. TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director	3/21/2022	F. Scott Rathbun, Finance Director	3/22/2022
Jeffrey R. Jurgens, Corporation Counsel	4/20/2022	Tara Henry, Legislative Assistant & Records Manager	4/21/2022

Attachments:

- E&CD 2B Ordinance_PS-01-22
- E&CD 2C Ordinance Exhibits A and B_PS-01-22
- E&CD 2D Staff Report PS-01-22
- E&CD 2E Aerial Map PS-01-22
- E&CD 2F Zoning Map PS-01-22
- E&CD 2G Preliminary Plan PS-01-22
- E&CD 2H PC DRAFT Minutes 030222 PS-01-22

ORDINANCE NO. 2022 – _____

AN ORDINANCE APPROVING A PRELIMINARY PLAN FOR PROPERTY LOCATED WEST OF I-55 AND SOUTH OF WEST MARKET STREET, IN MCLEAN COUNTY, ILLINOIS, CONSISTING OF 80 ACRES MORE OR LESS (A/K/A QUIKTRIP-THOMPSON ADDITION)

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

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing on said Petition, and the preliminary plan titled "THOMPSON-QUICKTRIP ADDITION PRELIMINARY PLAN" and dated January 14, 2022 for 80 acres, more or less, and represented in Exhibit "B" attached hereto and made a part hereof by this reference;

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

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

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

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

Section 1. The above recitals are hereby incorporated into this Ordinance.

Section 2. The City Council accepts the finding and positive recommendation of the Planning Commission related to the Site Plan.

Section 3. The City Council hereby approves the preliminary plan for the Thompson-QuikTrip Addition Bloomington, McLean County, Illinois for approximately 80 acres located on a tract of land being in part of lots 1-5, 9-10 and 21-21 and all of lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (P.I.N.s 21-06-102 003 and 21-06-102-004), legally described in Exhibit "A" and attached as Exhibit "B".

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

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

Section 6. This ordinance shall be effective after and upon: (1) approval of an

annexation agreement covering the property; (2) approval of an ordinance annexing the property; and (3) immediately after the date of its publication as required by law and to take place only upon approval of the annexation agreement and property annexation

Section 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-21

Annexation Description Lot 1

A Tract of land being part of Lot 1 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050.00 feet and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point being the point of beginning of the tract being described; thence North 00 degrees 47 minutes 03 seconds West a distance of 254.27 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence leaving JC Parkway South 74 degrees 12 minutes 47 seconds East along said West Market Street a distance of 269.82 feet to a point; thence leaving the South right of way line of said West Market Street South 11 degrees 48 minutes 15 seconds West a distance of 206.25 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 38.33 feet to a point; thence South 11 degrees 48 minutes 12 seconds West a distance of 23.16 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 175.42 feet to the point of beginning and containing 1.30 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Annexation Description Lot 3

A Tract of land being part of Lots 1-4 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence along a curve to the Left having a radius of 883.94 feet an arc length of 202.81 feet the chord bearing and distance being North 71 degrees 03 minutes 40 seconds West 202.31 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West a distance of 1078.25 feet to a point of curve; thence along a curve to the Right having a radius of 30.00 feet the arc length being 47.12 feet the chord bearing and distance being North 33 degrees 01 minutes 37 seconds West 42.43 feet to a point of tangency; thence North 11 degrees 58 minutes 23 seconds East a distance of 235.00 feet to a point; thence leaving the Bloomington Heights Road South 78 degrees 01 minutes 37 seconds East along the south line of Market Street (AKA US 150 and State Highway 9 width varies) a distance of 785.04 feet to a point; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 250.10 feet to the place of beginning and containing 7.55 acres more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Out Lot "A"

A Tract of land being part of Lots 5 and 6 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord earing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence North 78 degrees 01 minutes 37 seconds West a distance of 100.00 feet to a point on the West right of way line of JC Parkway and being the point of beginning of the tract being described; thence continuing along Public Street "A" North 78 degrees 01 minutes 37 seconds West a distance of 118.43 feet to a point on the line common to Range 1 and Range 2 East of the Third principal Meridian; thence leaving said Public Street "A" North 00 degrees 58 minutes 07 seconds West along said Range Line a distance of 680.85 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence South 74 degrees 12 minutes 47 seconds East a distance of 172.24 feet to a point; thence leaving said South line South 00 degrees 47 minutes 03 seconds East along the West line of JC Parkway a distance of 342.38 feet to a point of curve; thence along a curve to the Right having a radius of 950.00 feet, arc of 211.52 feet and the chord bearing and distance of South 05 degrees 35 minutes 40 seconds West 211.08 feet to a point of tangency; thence South 11 degrees 58 minutes 23 seconds West a distance of 108.40 feet to the point of beginning and containing 2.41 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Annexation Description Out Lot "B"

A Tract of land being part of Lots 1-2 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence North 00 degrees 08 minutes 05 seconds West a distance of 250.10 feet to a point on the south line of West Market Street (aka US 150 & State Street 9 width varies); thence South 54 degrees 29 minutes 58 seconds East a distance of 124.06 feet to a point; thence south 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence leaving said right of way South 38 degrees 51 minutes 31 seconds West a distance of 65.95 to a point on the North right of way of Bloomington Heights road as previously mentioned; thence along a curve to the Left having a radius of 833.94 feet an arc length of 228.02 feet the chord bearing and distance being North 56 degrees 15 minutes 40 seconds West 227.31 feet to the point of beginning and containing 43,167 square feet or 0.99 acres.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.009718
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Annexation Description Lot 4

A Tract of land being part of Lots 3-4, 9-10 and 21-23 and All Lots 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records, a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Section line North 00 degrees 58 minutes 07 seconds West a distance of 1381.23 feet to a point in the Southern right of way line Public Street "A"; thence leaving the West line of Section 6 South 78 degrees 01 minutes 37 seconds East along the South line of said Public Street "A" (100 feet wide) a distance of 756.40 feet to a point on the West line of Wylie Drive (100 feet wide); thence leaving said Public Street "A" South 11 degrees 58 minutes 23 seconds West along the said West Line of Wylie Drive a distance of 76.25 feet to a point; thence leaving said West line South 78 degrees 01 minutes 37 seconds East a distance of 100 feet to a point on the East line of said Wylie Drive; thence North 11 degrees 58 minutes 23 seconds East along the East line a distance of 399.34 feet to a point; thence leaving the West line of said Drive North 56 degrees 58 minutes 23 seconds East a distance of 35.36 feet to a point on the South line of Bloomington Heights Road (130 feet wide); thence South 78 degrees 01 minutes 37 seconds East along said Bloomington Heights Road a distance of

1103.41 feet to a point of curve; thence along a curve to the right having a radius of 703.94 feet an arc distance of 175.29 feet and a chord bearing and distance of South 70 degrees 53 minute 37 seconds East a distance of 174.83 feet to the point of beginning and containing 59.51 Acres, more or less.

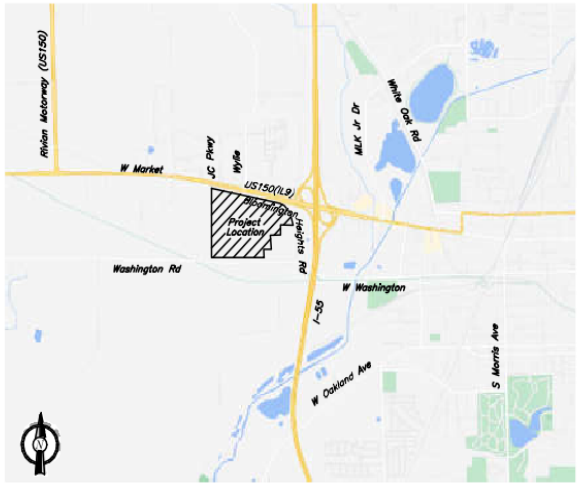
Subject to easements, restrictions, reservations and covenants of record, if any.

Exhibit B

THOMPSON–QUIKTRIP ADDITION
PRELIMINARY PLAN

Bloomington, McLean County, Illinois

NW1/4 S6, T23N, R2E



Vicinity Map
N.T.S.

INDEX SHEETS	
NO.	TLE
C01	COVER SHEET
C02	ANNEXATION PLAT (EXHIBIT A)
C03	PRELIMINARY PLAN (EXHIBIT B)
C04	PRELIMINARY PLAN GRADING

NOTES:

1. THIS PROPERTY IS CURRENTLY UNINCORPORATED AND IS BEING ANNEXED INTO THE CITY LIMITS OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS. THE PROPERTY CONTAINS 83.263 ACRES AND IS TO BE SUBDIVIDED INTO 4 LOTS AND 2 OUTLOTS.
2. THE PROPERTY IS CURRENTLY UNZONED. LOTS 1, 2, 3, AND OUTLOTS A & B WILL BE REZONED TO B-1 (GENERAL HIGHWAY BUSINESS DISTRICT). LOT 4 WILL BE REZONED TO A (AGRICULTURE).
3. "OUTLOT A" SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS.
4. LOT 1 & LOT 2 WILL HAVE A STORMWATER DETENTION FACILITY THAT WILL BE MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS. ALL OTHER LOTS WILL BE RESPONSIBLE FOR PROVIDING THEIR OWN PRIVATELY MAINTAINED STORMWATER DETENTION FACILITY PER CITY REQUIREMENTS.
5. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON BY PLAT OR REPLAT. ALL SANITARY SEWERS, STORM SEWERS AND WATER MAINS SHALL BE PLACED IN PUBLIC EASEMENTS OR PUBLIC RIGHT-OF-WAYS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON.
6. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY PROVIDED BY HEIDEMAN ASSOCIATES INC.
7. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 17011 3C0481E, DATED JULY 16, 2008.
8. ALL PUBLIC STREETS, SIDEWALKS AND MULTI-USE PATHS (TRAILS) SHALL BE CONSTRUCTED TO MEET CITY OF BLOOMINGTON REQUIREMENTS. BONDS SHALL BE PROVIDED FOR SAID PUBLIC IMPROVEMENTS AS SET FORTH IN THE CITY CODE.

FLOOD CERTIFICATION:

Areas of minimal flood hazard – Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel No. 17011 3C0481E, Effective Date July 16, 2008.

PROJECT BENCHMARK

BENCHMARK –USGS Bloomington West D-165, PID LC1002, McLean County, IL El. 756.10
Located about 2 miles west along the New York Central Railroad from the freight station at Bloomington, at a private gravel road crossing, 27 ½ feet South of South rail, 58 feet Southeast of center of crossing, 49 feet East of center line of road, 12 feet North of center line of a drive East to a house, 12 feet East of the eighth telephone pole East of mile post IND 168, 2 feet North of a fence line, 2 feet Northwest of a white wooden witness post, about 2 feet above level of track and set in the top of a concrete post projecting 4 inches.

Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic.

NOTE: CONSTRUCTION STAKING SURVEYOR SHALL VERIFY HORIZONTAL & VERTICAL CONTROLS PRIOR TO COMMENCING PROJECT STAKING ACTIVITIES.

ILLINOIS PROFESSIONAL ENGINEER

MIDWEST DESIGN GROUP KANSAS CITY, LLC

DESIGN FIRM REGISTRATION NO. 184.008600-0002

EXP. DATE: 04-30-2023

BY: _____

DARLA K. HOLMAN, P.E.

PROFESSIONAL ENGINEER 062.07219

EXP. DATE: 11-30-2023

LICENSED PROFESSIONAL ENGINEER DARLA K. HOLMAN 062-072191 STATE OF ILLINOIS

DATE: _____

PROJECT CONTACT LIST:

SURVEYOR OF RECORD	ENGINEER OF RECORD	QT RE PROJECT MANAGER	QT CIVIL PROJECT MANAGER
MARK W. WILEY, PLS	DARLA K. HOLMAN, P.E.	GWEN KEEN	JEFF LORD, P.E.
SWT DESIGN, INC.	MIDWEST DESIGN GROUP KC	QUIKTRIP CORPORATION	QUIKTRIP CORPORATION
7722 BIG BEND BLVD	P.O. BOX 860015	2255 BLUESTONE	CORPORATE OFFICE
ST LOUIS, MO 63119	SHAWNEE, KANSAS 66286-0015	ST. CHARLES, MO 63303	4705 SOUTH 129TH E AVE
CELL: (314) 220-3425	TEL: (913) 248-9385	TEL: (636) 627-0003	TULSA, OK 74134-7008
markw@swtdesign.com	CELL: (913) 530-4706	CELL: (314) 795-4803	TEL: (918) 615-7376
	darla@mdg-kc.com	gkeen@quiktrip.com	jlord@quiktrip.com

PLANNING COMMISSION APPROVAL

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the Thompson–Quiktrip Additions shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____, 2022

By: _____
Chairman

By: _____
Executive Secretary

CITY COUNCIL APPROVAL

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMIGTON, ILLINOIS:

"The Preliminary Plan of the Thompson–QuikTrip Addition shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A (if any), which is attached hereto."

The City Council of Bloomington, Illinois

Date: _____, 2022

By: _____

Attest:

_____
City Clerk

LEGEND:

DESCRIPTION	PROPOSED	EXISTING
STORM 12" & UP		
STORM <12"	ST	st
UNDER CURB/PAVEMENT DRAIN	UCP	
STORM SEWER CLEANOUT	CO	CO
CURB INLET	CI	CI
JUNCTION BOX	JB	JB
GRATE INLET	GI	GI
WATER	WTR	wtr
FIRE HYDRANT	FH	FH
WATER METER		
WATER VALVE		
OVERHEAD ELECTRICAL	OHE	ohe
UNDERGROUND ELECTRICAL	UGE	uge
POWER POLE	PP	PP
PUBLIC STREET LIGHT POLE	LP	LP
OVERHEAD TELEPHONE	OHT	oht
UNDERGROUND TELEPHONE	UGT	ugt
TELEPHONE MANHOLE	TELE MH	TELE MH
FIBER OPTIC CABLE	UFOC	ufoc

DESCRIPTION	PROPOSED	EXISTING
QT SINGLE LIGHT FIXTURE		
QT DOUBLE LIGHT FIXTURE		
SANITARY SEWER	SS	ss
SANITARY SEWER MANHOLE	SSMH	SSMH
SANITARY SEWER CLEANOUT	CO	CO
GAS	GAS	gas
BENCHMARK		
FENCE		
PROPERTY LINE		
CONCRETE CURB AND GUTTER		
MOUNTABLE CURB W/ RADIUS PROTECTOR		
PARKING SPACE INDICATOR		
MULTIPLE PRODUCT AUTO DISPENSER WITH CANOPY COLUMN & BOLLARDS		
LANDSCAPE BED	LS	
ELECTRICAL TRANSFORMER	TFR	
FUEL SYSTEM TRANSITION SUMP		

DRAFT

PROJECT NO. 2017-201

MDG Midwest Design Group Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P: 913.248.9385

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: 1-100A
DIVISION: 03
VERSION: 00
DESIGNED BY: CSH
DRAWN BY: CSH
REVIEWED BY: DKL

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE 01/14/2022

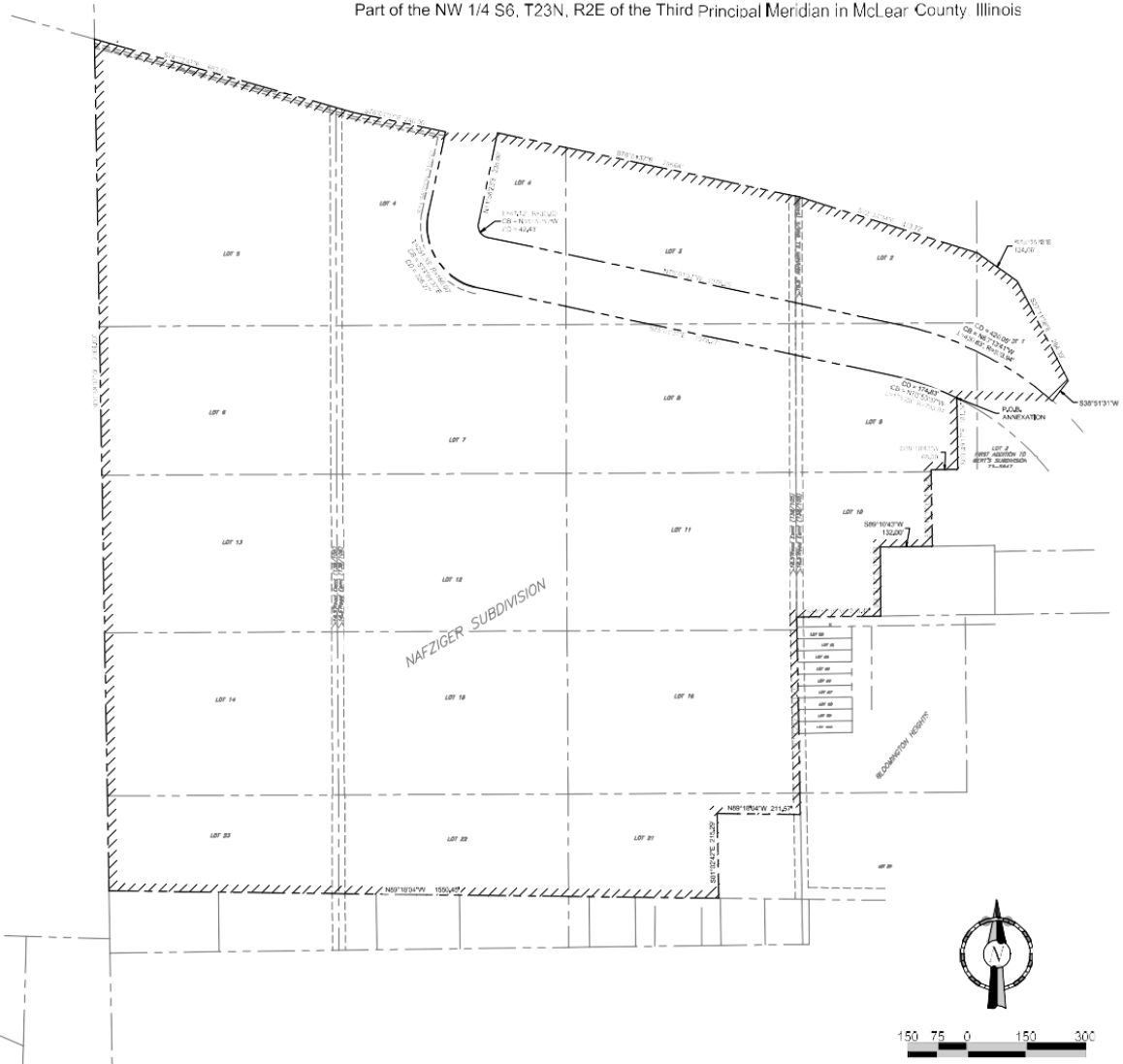
SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C01

ANNEXATION PLAT

THOMPSON•QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois



LEGEND

— — —	PROPERTY BOUNDARY LINE
— — —	ADJACENT LOT LINES
— — —	FORMER PLAT LOT LINES
	EASEMENT LINES
	LIMITS OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING

This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.58 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St Louis, Missouri

Design Firm Registration
#184–008401

Mark W. Wiley PLS # 035-003713
12-23-2021

DRAFT

PROJECT NO.: [illegible]

QuikTrip No. 7193

W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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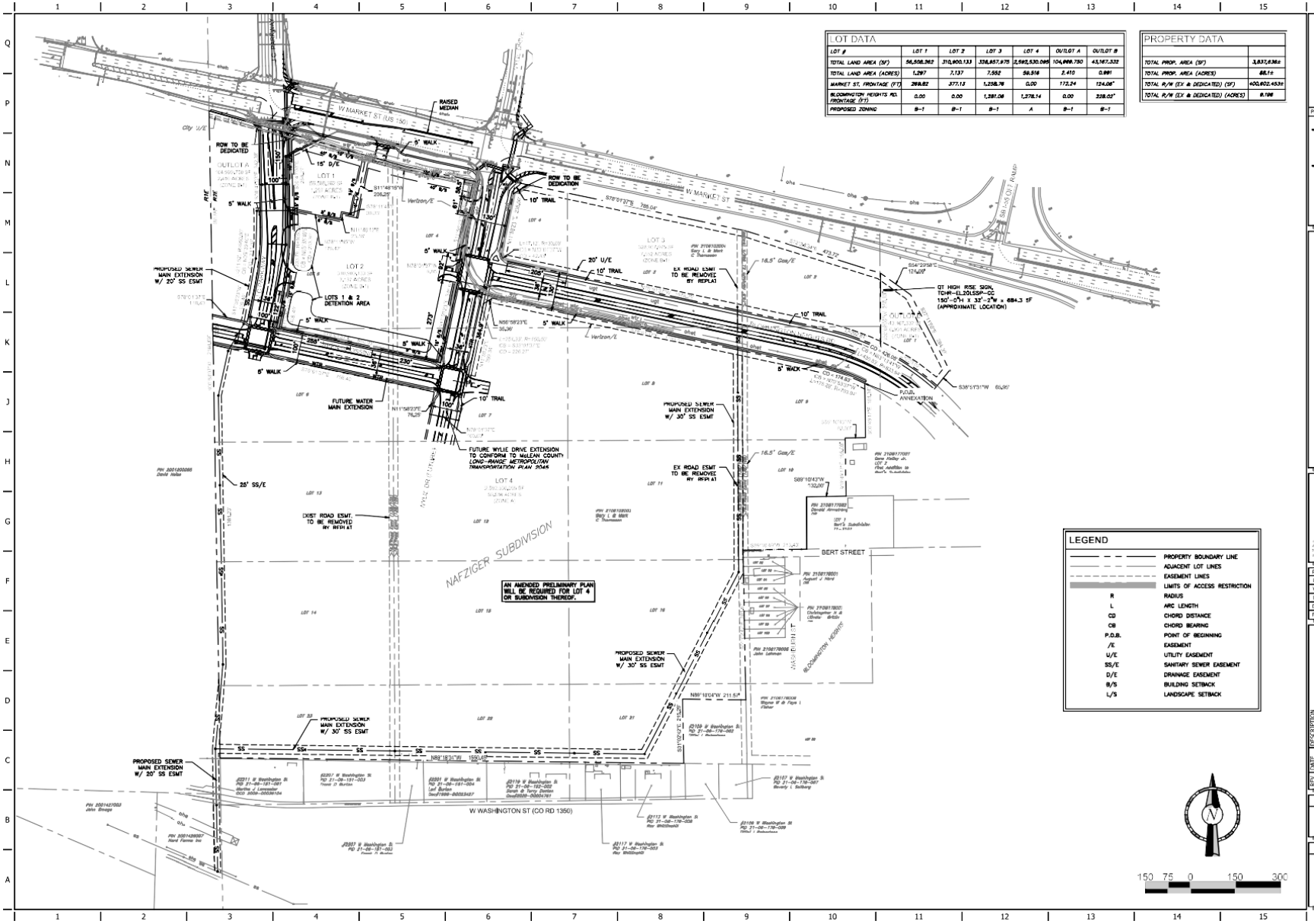
PROTOTYPE: [illegible]
DIVISION: [illegible]
VERSION: [illegible]
DESIGNED BY: [illegible]
DRAWN BY: [illegible]
REVIEWED BY: [illegible]

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
ANNEXATION PLAT

SHEET NUMBER:
C02
EXHIBIT A



LOT DATA						
LOT #	LOT 1	LOT 2	LOT 3	LOT 4	OUTLOT A	OUTLOT B
TOTAL LAND AREA (SF)	56,506.363	310,900.133	326,857.975	2,592,530.095	104,999.750	43,167.322
TOTAL LAND AREA (ACRES)	1.297	7.137	7.502	59.516	2.410	0.991
MARKET ST. FRONTAGE (FT)	299.82	377.12	1,258.76	0.00	172.24	124.06'
BLOOMINGTON HEIGHTS RD. FRONTAGE (FT)	0.00	0.00	1,281.06	1,278.14	0.00	228.02'
PROPOSED ZONING	B-1	B-1	B-1	A	B-1	B-1

PROPERTY DATA	
TOTAL PROP. AREA (SF)	3,837,636±
TOTAL PROP. AREA (ACRES)	88.1±
TOTAL R/W (EX & DEDICATED) (SF)	400,602.453±
TOTAL R/W (EX & DEDICATED) (ACRES)	9.196

LEGEND	
	PROPERTY BOUNDARY LINE
	ADJACENT LOT LINES
	EASEMENT LINES
	LIMITS OF ACCESS RESTRICTION
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING
/E	EASEMENT
U/E	UTILITY EASEMENT
SS/E	SANITARY SEWER EASEMENT
D/E	DRAINAGE EASEMENT
B/S	BUILDING SETBACK
L/S	LANDSCAPE SETBACK

150 75 0 150 300

DRAFT

PROJECT NO.: [illegible]

MDG
Midwest Design Group
Kansas City
PO Box [illegible]
Shawnee, KS [illegible]
[illegible]

QuikTrip No. 7193

W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

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LOCATION: [illegible]
VERSION: [illegible]
DESIGNED BY: [illegible]
DRAWN BY: [illegible]
REVIEWED BY: [illegible]

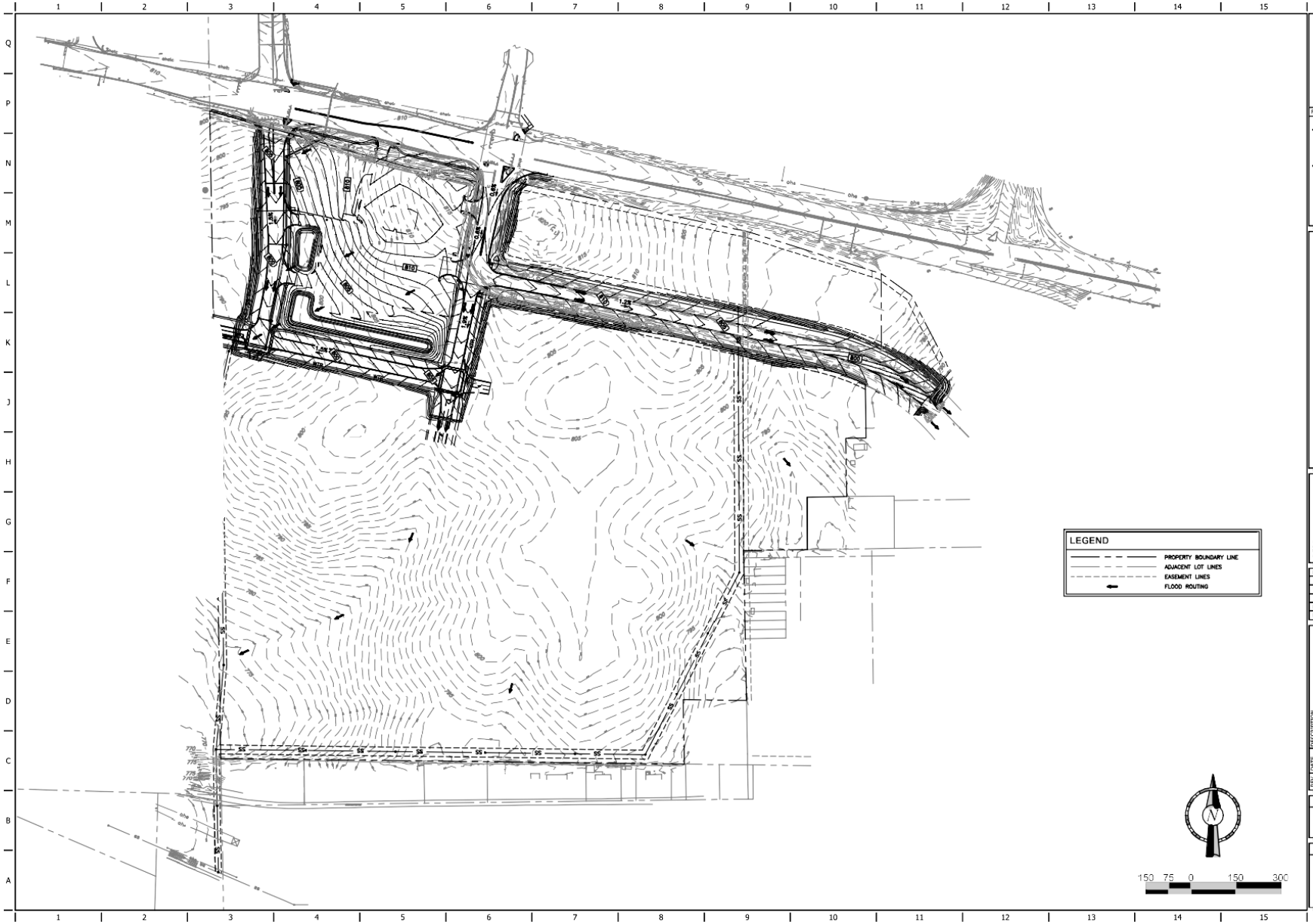
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN

SHEET NUMBER:
C03

EXHIBIT B



DRAFT

PROJECT NO.:

MDG
Midwest Design Group
Kansas City

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

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PROTOTYPE:
DIVISION:
VERSION:
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN
GRADING

SHEET NUMBER:
C04

PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	February 23, 2022
CASE NO:	PS-01-22, Preliminary Plan for Thompson-Quiktrip Addition
REQUEST:	Public hearing, review and action on a request by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Preliminary Plan for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004).

BACKGROUND

Petitioners' request:

The petitioner seeks to establish a preliminary plan for the Thompson-Quiktrip Addition. This preliminary plan is for property annexed via Case Z-12-21. The preliminary plan will allow for the subdivision and modification of existing parcels that fall within the preliminary plan. These subdivisions ensure bulk and site standards requirements are met based upon the rezoning requested for the properties in Case Z-12-21. Additionally, this preliminary plan will serve as the foundation for future development on these properties.

Property Characteristics:

The subject property contains approximately 80 acres of land which is currently undeveloped farmland with a homestead. The preliminary plan indicates the existing properties will be subdivide and combined into in six (6) lots: Lot 1, Lot 2, Lot 3, Lot 4, Outlot A, and Outlot B. Access to the property is available from West Market Street and Bloomington Heights Road, JC Parkway (Proposed, New), Keen Crossing (Proposed, New), and Wylie Drive (Proposed Extension). Except for Lot 4, all other lots all have access to West Market Street. Lots 3 and 4 will have access to Bloomington Heights Road. Outlot A, Lot 1 and Lot 2 will have access to JC Parkway. Except for Lot 1, all other lots will have access to Keen Crossing. Expect for Lot 1, all other lots will have access to the Wylie Drive.

Notice:

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, February 14th, 2022. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1(General Commercial)	Bank, Restaurants, Retail, Hotel
South	A-(Agricultural, County) & M-1 (Restricted Manufacturing, County)	Single-Family Residential, Transfer Station
East	A-(Agricultural, County) & C-(Commercial, County)	Single-Family Residential, Vacant, I-55 Interchange
West	M-1 (Restricted Manufacturing, County)	Vacant

ANALYSIS

Compliance with the Comprehensive Plan:

Preliminary Plans should be consistent with the Comprehensive Plan designation. The 2035 Comprehensive Plan (adopted August, 2015), Future Land Use map, identifies this section of West Market Street as both a low density residential and a commercial activity center. The Land Use Priorities map identifies this area as a Tier 2 priority, land immediately adjacent to the City's incorporated area, and with access to all City services. This area is also identified as an emerging neighborhood boundary.

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

- ED-1.2 Leverage community assets in attracting business.
- ED-4.4 Evaluate commercial land use needs in the context of changing economic trends.
- CF-1. Continue to provide quality public facilities and services
- UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment
- TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Compliance with the City of Bloomington Municipal Code:

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

<u>Purpose and Intent of Land Subdivision Code</u>

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

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

The proposed subdivision provides adequate public utilities for sanitation and safety, and the configuration of the lots are in according with bulk and site standards for their proposed zoning districts.

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

The Comprehensive Plan identifies this section of West Market Street as both a low density residential and a commercial activity center. The Land Use Priorities map identifies this area as a Tier 2 priority, land immediately adjacent to the City's incorporated area, and with access to all City services. This area is also identified as an emerging neighborhood boundary.

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

The proposed subdivisions provides adequate separation between buildings promoting light and air circulation. The lots and additional infrastructure as proposed ensures overcrowding and congestion of the land does not occur. The proposed streets and other city infrastructure meet the city's design criteria as outlined in the Manual of Practice.

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

Lot 1, Lot 2, Lot 3, Outlot A and Outlot B are adjacent to either commercially or industrially zoned properties. The type and style of development proposed would be in alignment with existing development in the area. Lot 4 is adjacent to industrial, residential, and commercial zoning. There is no development currently proposed for Lot 4. Thus, it would be in alignment with existing development in the area. The subject properties are Tier 2 Priority in the City's Comprehensive Plan. Additionally, Lot 1, Lot 2, Lot 3, Outlot A and Outlot B are identified as an emerging and a commercial activity center while lot 4 is identified as an emerging new neighborhood.

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

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

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

The proposed development will include the creation two new local streets JC Parkway and Keen Crossing. There is also a proposed extension of Wylie Drive which is a major collector/minor arterial street. The plan emphasizes the Wylie

Drive extension will continue into Lot 4 to serve future development on this lot. These lots can be served by existing city police and fire services. The Land Use Priorities map identifies these lots as a Tier 2 priority, land immediately adjacent to the City's incorporated area, and with access to all City services.

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

The lots proposed have frontage on existing roads or proposed roads that meets city standards. The plan does indicate the creation of two local streets and an extension of an existing major collector/minor arterial street. All proposed streets meet city standards.

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

The Bloomington Subdivision Ordinance and Zoning Code ensures standards for design, establishes procedures for subdivision codes and resubdivisions, and final platting

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

The lots can be served existing by city police and fire services. The lots are served by Unit 5 School District. The Tier 2 Priority classification considers access to existing public infrastructure and services. Additional infrastructure is proposed to meet proposed and anticipated development.

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

There is already some storm water infrastructure provided to the properties. However, a storm water plan is still required and must be approved by the City Engineering Division.

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

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

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

The applicant has selected to rezone and subdivide only those portions of the property most accessible and appropriate for current development, and most needed for use by the existing community; the majority of the property is to remain in the Agricultural Zoning District and large tracts designed to retain open space and protection to the adjacent residential uses, until such time that the needs of the community warrant additional review and subdivision to support localized growth.

Zoning Code (Chapter 44)

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

STAFF RECOMMENDATION

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

1. Motion to find that the proposed amended preliminary plan **meets** the purpose and intent of Chapter 24 of the City Code.

2. Motion to recommend **approval** of the petition submitted by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Preliminary Plan for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004).

Respectfully submitted,

Glen Wetterow
City Planner

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

DRAFT

ORDINANCE NO. 2022 – _____

AN ORDINANCE APPROVING THE PRLIMINARY PLAN FOR THE THOMPSON-QUIKTRIP ADDITION BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR APPROXIMATLEY 80 ACRES LOCATED ON A TRACT OF LAND BEING IN PART OF LOTS 1-5, 9-10 AND 21-23 AND ALL LOTS 6-8 AND 11-16 C. A. NAFZIGER'S SUBDIVISION BEING PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCLEAN COUNTY, ILLINOIS (P.I.N.s: 21-06-102 003 and 21-06-102-004).

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary plan for the land legally described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing on said Petition, and the amended preliminary plan titled "THOMPSON-QUICKTION PRELIMINARY PLAN" and dated January 14, 2022 for 80 acres, more or less, and represented in Exhibit B attached hereto and made a part hereof by this reference;

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

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

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

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.

2. The Council hereby adopt the findings of fact made by the Planning Commission.

3. The petition requesting a preliminary plan for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004). legally described in Exhibit "B" is hereby approved.

4. That this Ordinance shall be in full force and effective as the time of its passage on this

PASSED this _____ day of March 2022.

APPROVED this _____ day of March 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS
2-22-21

Annexation Description Lot 1

A Tract of land being part of Lot 1 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050.00 feet and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point being the point of beginning of the tract being described; thence North 00 degrees 47 minutes 03 seconds West a distance of 254.27 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence leaving JC Parkway South 74 degrees 12 minutes 47 seconds East along said West Market Street a distance of 269.82 feet to a point; thence leaving the South right of way line of said West Market Street South 11 degrees 48 minutes 15 seconds West a distance of 206.25 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 38.33 feet to a point; thence South 11 degrees 48 minutes 12 seconds West a distance of 23.16 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 175.42 feet to the point of beginning and containing 1.30 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS
12-22-21

Annexation Description Lot 2

A Tract of land being part of Lots 4,5,6 and 7 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" and being the point of beginning of the tract being described; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050 and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 175.42 feet to a point; thence North 11 degrees 48 minutes 12 seconds East a distance of 23.16 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 38.23 feet to a point; thence North 11 degrees 48 minutes 15 seconds East a distance of 206.25 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9, width varies); thence South 74 degrees 12 minutes 47 seconds East along said South line 137.13 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 269.48 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 9.86 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 348.61 feet to the point of beginning and containing 7.14 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO, MISSOURI
STATE OF ILLINOIS
12-22-2021

Annexation Description Lot 3

A Tract of land being part of Lots 1-4 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence along a curve to the Left having a radius of 883.94 feet an arc length of 202.81 feet the chord bearing and distance being North 71 degrees 03 minutes 40 seconds West 202.31 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West a distance of 1078.25 feet to a point of curve; thence along a curve to the Right having a radius of 30.00 feet the arc length being 47.12 feet the chord bearing and distance being North 33 degrees 01 minutes 37 seconds West 42.43 feet to a point of tangency; thence North 11 degrees 58 minutes 23 seconds East a distance of 235.00 feet to a point; thence leaving the Bloomington Heights Road South 78 degrees 01 minutes 37 seconds East along the south line of Market Street (AKA US 150 and State Highway 9 width varies) a distance of 785.04 feet to a point; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 250.10 feet to the place of beginning and containing 7.55 acres more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Out Lot "A"

A Tract of land being part of Lots 5 and 6 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord earing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A" ; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence North 78 degrees 01 minutes 37 seconds West a distance of 100.00 feet to a point on the West right of way line of JC Parkway and being the point of beginning of the tract being described; thence continuing along Public Street "A" North 78 degrees 01 minutes 37 seconds West a distance of 118.43 feet to a point on the line common to Range 1 and Range 2 East of the Third principal Meridian; thence leaving said Public Street "A" North 00 degrees 58 minutes 07 seconds West along said Range Line a distance of 680.85 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence South 74 degrees 12 minutes 47 seconds East a distance of 172.24 feet to a point; thence leaving said South line South 00 degrees 47 minutes 03 seconds East along the West line of JC Parkway a distance of 342.38 feet to a point of curve; thence along a curve to the Right having a radius of 950.00 feet, arc of 211.52 feet and the chord bearing and distance of South 05 degrees 35 minutes 40 seconds West 211.08 feet to a point of tangency; thence South 11 degrees 58 minutes 23 seconds West a distance of 108.40 feet to the point of beginning and containing 2.41 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003718
HILLSBORO MISSOURI
STATE OF ILLINOIS

12-22-2021

Annexation Description Out Lot "B"

A Tract of land being part of Lots 1-2 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence North 00 degrees 08 minutes 05 seconds West a distance of 250.10 feet to a point on the south line of West Market Street (aka US 150 & State Street 9 width varies); thence South 54 degrees 29 minutes 58 seconds East a distance of 124.06 feet to a point; thence south 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence leaving said right of way South 38 degrees 51 minutes 31 seconds West a distance of 65.95 to a point on the North right of way of Bloomington Heights road as previously mentioned; thence along a curve to the Left having a radius of 833.94 feet an arc length of 228.02 feet the chord bearing and distance being North 56 degrees 15 minutes 40 seconds West 227.31 feet to the point of beginning and containing 43,167 square feet or 0.99 acres.

Subject to easements, restrictions, reservations and covenants of record, if any.

SWTDESIGN

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003718
HILLSBORO MISSOURI
STATE OF ILLINOIS

Annexation Description Lot 4

A Tract of land being part of Lots 3-4, 9-10 and 21-23 and All Lots 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows: 12-22-2021

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records, a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Section line North 00 degrees 58 minutes 07 seconds West a distance of 1381.23 feet to a point in the Southern right of way line Public Street "A"; thence leaving the West line of Section 6 South 78 degrees 01 minutes 37 seconds East along the South line of said Public Street "A" (100 feet wide) a distance of 756.40 feet to a point on the West line of Wylie Drive (100 feet wide); thence leaving said Public Street "A" South 11 degrees 58 minutes 23 seconds West along the said West Line of Wylie Drive a distance of 76.25 feet to a point; thence leaving said West line South 78 degrees 01 minutes 37 seconds East a distance of 100 feet to a point on the East line of said Wylie Drive; thence North 11 degrees 58 minutes 23 seconds East along the East line a distance of 399.34 feet to a point; thence leaving the West line of said Drive North 56 degrees 58 minutes 23 seconds East a distance of 35.36 feet to a point on the South line of Bloomington Heights Road (130 feet wide); thence South 78 degrees 01 minutes 37 seconds East along said Bloomington Heights Road a distance of

1103.41 feet to a point of curve; thence along a curve to the right having a radius of 703.94 feet an arc distance of 175.29 feet and a chord bearing and distance of South 70 degrees 53 minute 37 seconds East a distance of 174.83 feet to the point of beginning and containing 59.51 Acres, more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

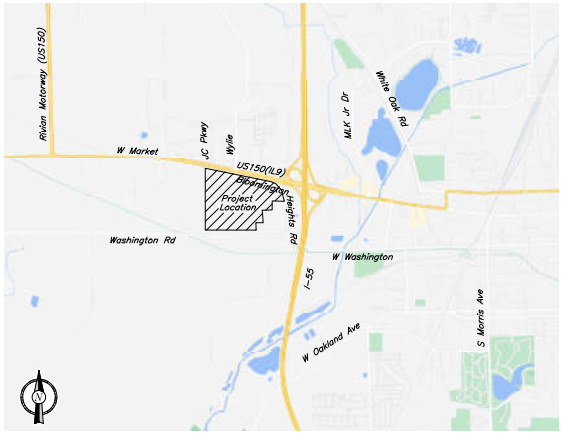
EXHIBIT B

THOMPSON-QUIKTRIP ADDITION
PRELIMINARY PLAN

Bloomington, McLean County, Illinois

NW1/4 S6, T23N, R2E

INDEX SHEETS	
NO.	TITLE
C01	COVER SHEET
C02	ANNEXATION PLAT (EXHIBIT A)
C03	PRELIMINARY PLAN (EXHIBIT B)
C04	PRELIMINARY PLAN GRADING



Vicinity Map
N.T.S.

NOTES:

1. THIS PROPERTY IS CURRENTLY UNINCORPORATED AND IS BEING ANNEXED INTO THE CITY LIMITS OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS. THE PROPERTY CONTAINS 83.263 ACRES AND IS TO BE SUBDIVIDED INTO 4 LOTS AND 2 OUTLOTS.
2. THE PROPERTY IS CURRENTLY UNZONED. LOTS 1, 2, 3, AND OUTLOTS A & B WILL BE REZONED TO B-1 (GENERAL HIGHWAY BUSHINESS DISTRICT). LOT 4 WILL BE REZONED TO A (AGRICULTURE).
3. "OUTLOT A" SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS.
4. LOT 1 & LOT 2 WILL HAVE A STORMWATER DETENTION FACILITY THAT WILL BE MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS. ALL OTHER LOTS WILL BE RESPONSIBLE FOR PROVIDING THEIR OWN PRIVATELY MAINTAINED STORMWATER DETENTION FACILITY PER CITY REQUIREMENTS.
5. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON BY PLAT OR REPLAT. ALL SANITARY SEWERS, STORM SEWERS AND WATER MAINS SHALL BE PLACED IN PUBLIC EASEMENTS OR PUBLIC RIGHT-OF-WAYS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON.
6. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY PROVIDED BY HEIDEMAN ASSOCIATES INC.
7. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 170113C0481E, DATED JULY 16, 2008.
8. ALL PUBLIC STREETS, SIDEWALKS AND MULTI-USE PATHS (TRAILS) SHALL BE CONSTRUCTED TO MEET CITY OF BLOOMINGTON REQUIREMENTS. BONDS SHALL BE PROVIDED FOR SAID PUBLIC IMPROVEMENTS AS SET FORTH IN THE CITY CODE.

FLOOD CERTIFICATION:

Areas of minimal flood hazard – Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel No. 170113C0481E, Effective Date July 16, 2008.

PROJECT BENCHMARK

BENCHMARK –USGS Bloomington West D-163, PID LC1002, McLean County, IL El. 756.10
Located about 2 miles west along the New York Central Railroad from the freight station at Bloomington, at a private gravel road crossing, 27 ½ feet South of South rail, 59 feet Southeast of center of crossing, 49 feet East of center line of road, 12 feet North of center line of a drive East to a house, 12 feet East of the eighth telephone pole East of mile post IND 168, 2 feet North of a fence line, 2 feet Northeast of a white wooden witness post, about 2 feet above level of track and set in the top of a concrete post projecting 4 inches.

Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic.

NOTE: CONSTRUCTION STAKING SURVEYOR SHALL VERIFY HORIZONTAL & VERTICAL CONTROLS PRIOR TO COMMENCING PROJECT STAKING ACTIVITIES.

ILLINOIS PROFESSIONAL ENGINEER

MIDWEST DESIGN GROUP KANSAS CITY, LLC

DESIGN FIRM REGISTRATION NO. 184.008600-0002

EXP. DATE: 04-30-2023

BY: _____

DARLA K. HOLMAN, P.E.

PROFESSIONAL ENGINEER 062.072191

EXP. DATE: 11-30-2023

DARLA K. HOLMAN 062-072191 ILLINOIS

DATE: _____

PROJECT CONTACT LIST:

SURVEYOR OF RECORD
MARK W. WILEY, PLS
SWT DESIGN, INC.
7722 BIG BEND BLVD
ST LOUIS, MO 63119
CELL: (314) 220-3425
markw@swtdesign.com

ENGINEER OF RECORD
DARLA K. HOLMAN, P.E.
MIDWEST DESIGN GROUP KC
P.O. BOX 860015
SHAWNEE, KANSAS 66286-0015
TEL: (913) 248-9385
CELL: (913) 530-4706
darla@mdg-kc.com

QT RE PROJECT MANAGER
GWEN KEEN
QUIKTRIP CORPORATION
2255 BLUESTONE
ST. CHARLES, MO 63303
TEL: (636) 627-0003
CELL: (314) 795-4803
gkeen@quiktrip.com

QT CIVIL PROJECT MANAGER
JEFF LORD, P.E.
QUIKTRIP CORPORATION
CORPORATE OFFICE
4705 SOUTH 129TH E AVE
TULSA, OK 74134-7008
TEL: (918) 615-7376
jlord@quiktrip.com

PLANNING COMMISSION APPROVAL

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the Thompson-Quiktrip Additions shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____, 2022

By: _____
Chairman

By: _____
Executive Secretary

CITY COUNCIL APPROVAL

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMGTON, ILLINOIS:

"The Preliminary Plan of the Thompson-QuikTrip Addition shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A (if any), which is attached hereto."

The City Council of Bloomington, Illinois

Date: _____, 2022

By: _____

Attest:

_____
City Clerk

LEGEND:

DESCRIPTION	PROPOSED	EXISTING
STORM 12" & UP		
STORM <12"	—ST—	—st—
UNDER CURB/PAVEMENT DRAIN	—UCP—	
STORM SEWER CLEANOUT	CO	CO
CURB INLET	CI	CI
JUNCTION BOX	JB	JB
GRATE INLET	GI	GI
WATER	—WTR—	—wtr—
FIRE HYDRANT	FH	FH
WATER METER	—W—	—W—
WATER VALVE	—V—	—V—
OVERHEAD ELECTRICAL	—OHE—	—ohe—
UNDERGROUND ELECTRICAL	—UGE—	—uge—
POWER POLE	PP	PP
PUBLIC STREET LIGHT POLE	LP	LP
OVERHEAD TELEPHONE	—OHT—	—oht—
UNDERGROUND TELEPHONE	—UGT—	—ugt—
TELEPHONE MANHOLE	TELE MH	TELE MH
FIBER OPTIC CABLE	—UFOC—	—ufoc—

DESCRIPTION	PROPOSED	EXISTING
QT SINGLE LIGHT FIXTURE		
QT DOUBLE LIGHT FIXTURE		
SANITARY SEWER	—SS—	—ss—
SANITARY SEWER MANHOLE	SSMH	SSMH
SANITARY SEWER CLEANOUT	CO	CO
GAS	—GAS—	—gas—
BENCHMARK		
FENCE	—//	—//
PROPERTY LINE		
CONCRETE CURB AND GUTTER		
MOUNTABLE CURB W/ RADIUS PROTECTOR		
PARKING SPACE INDICATOR		
MULTIPLE PRODUCT AUTO DISPENSER WITH CANOPY COLUMN & BOLLARDS		
LANDSCAPE BED		LS
ELECTRICAL TRANSFORMER	TFR	
FUEL SYSTEM TRANSITION SUMP		

DRAFT

PROJECT NO.: 89-7193

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: P-106.1
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

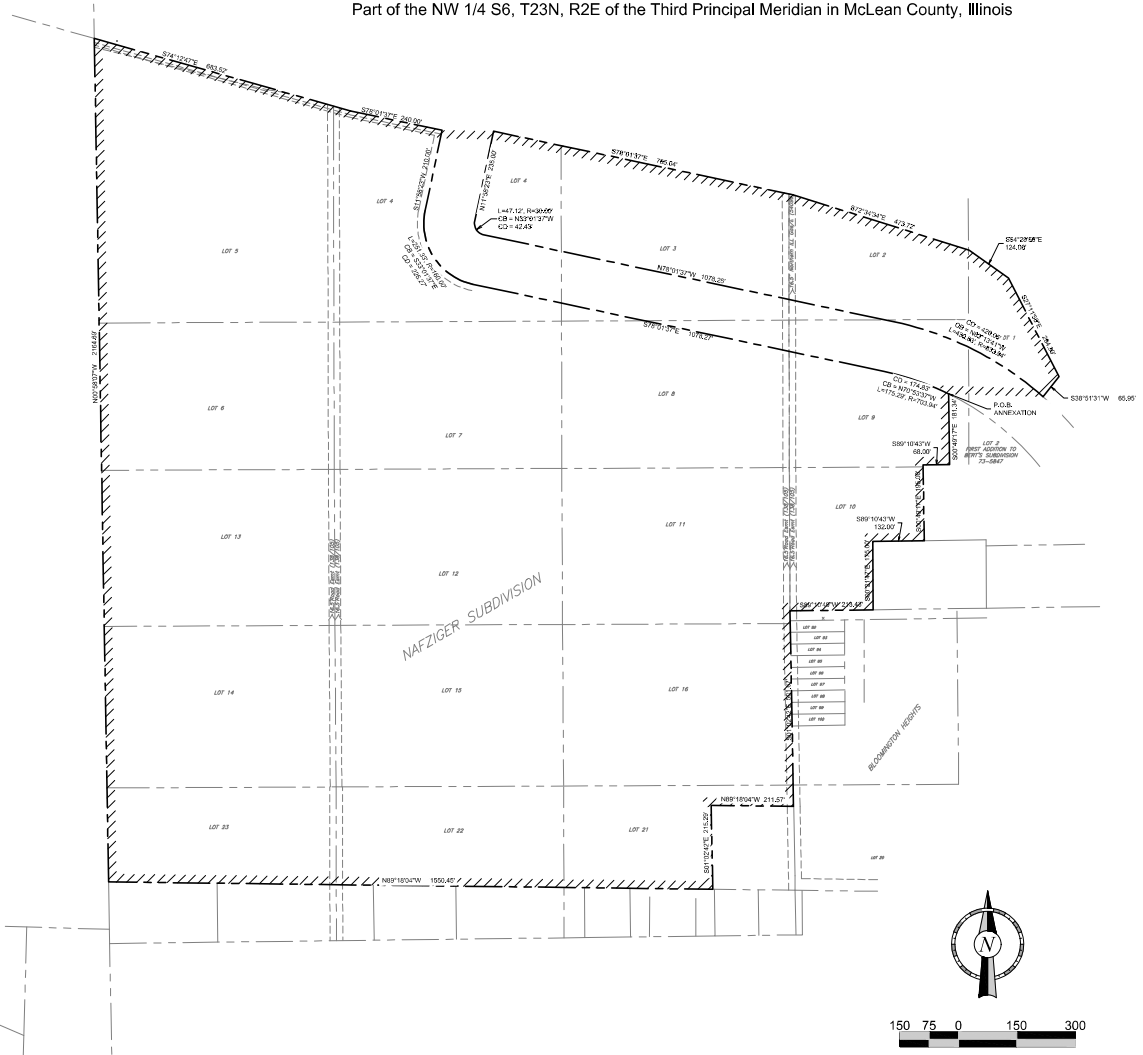
SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C01

ANNEXATION PLAT

THOMPSON-QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois



LEGEND

— — —	PROPERTY BOUNDARY LINE
— — —	ADJACENT LOT LINES
— — —	FORMER PLAT LOT LINES
— — —	EASEMENT LINES
	LIMITS OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING

This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St Louis Missouri

Design Firm Registration
#184–008401

Mark W. Wiley P.L.S # 035-001713
12-23-2021
MARK WAYNE WILEY
035-001713
HILLSBORO
MISSOURI
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS

150 75 0 150 300

DRAFT

PROJECT NO.: 89-7193

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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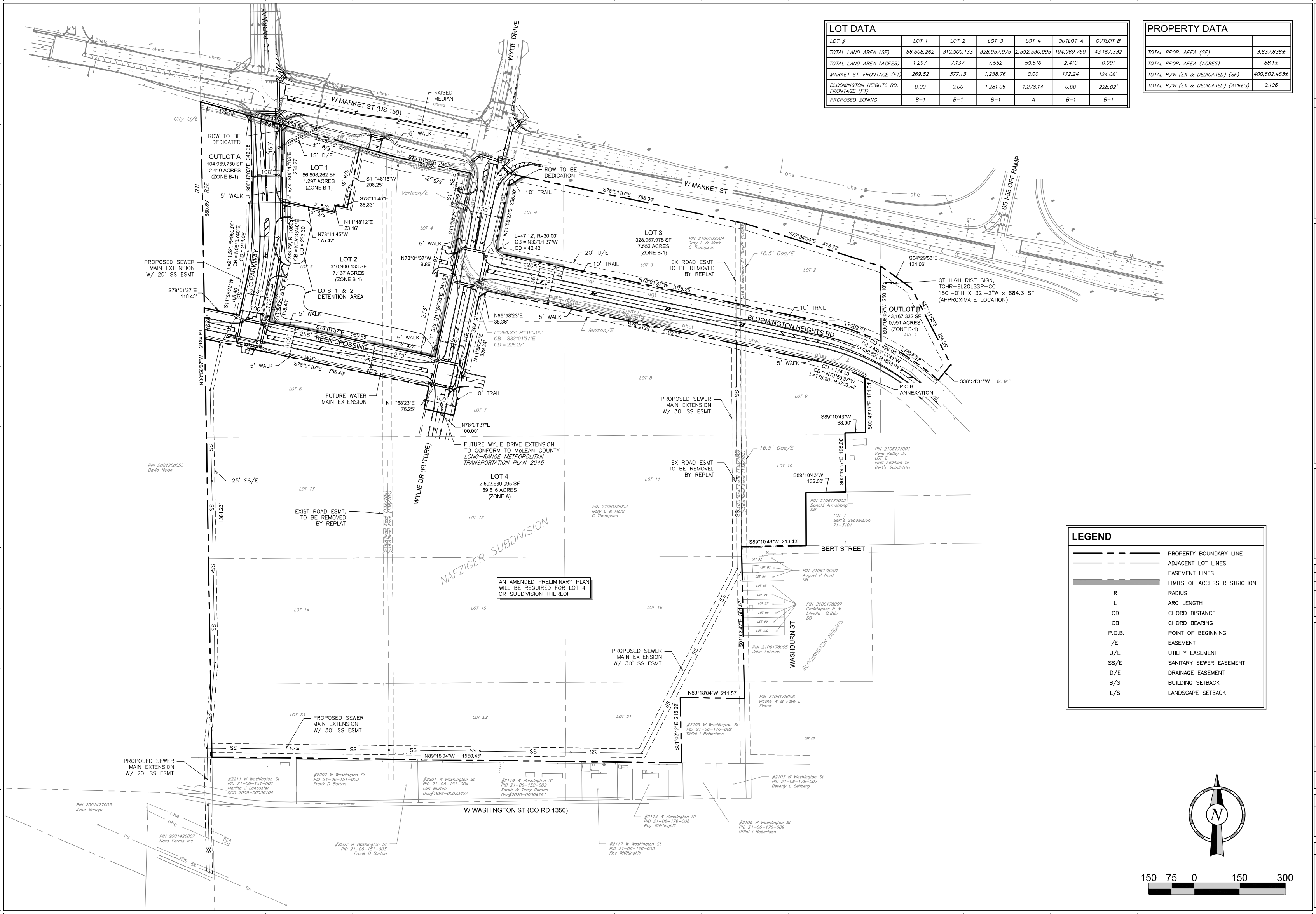
PROTOTYPE: P-106.1
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
ANNEXATION PLAT

SHEET NUMBER:
C02
EXHIBIT A



LOT DATA

LOT #	LOT 1	LOT 2	LOT 3	LOT 4	OUTLOT A	OUTLOT B
TOTAL LAND AREA (SF)	56,508.262	310,900.133	328,957.975	2,592,530.095	104,969.750	43,167.332
TOTAL LAND AREA (ACRES)	1.297	7.137	7.552	59.516	2.410	0.991
MARKET ST. FRONTAGE (FT)	269.82	377.13	1,258.76	0.00	172.24	124.06'
BLOOMINGTON HEIGHTS RD. FRONTAGE (FT)	0.00	0.00	1,281.06	1,278.14	0.00	228.02'
PROPOSED ZONING	B-1	B-1	B-1	A	B-1	B-1

PROPERTY DATA

TOTAL PROP. AREA (SF)	3,837,636±
TOTAL PROP. AREA (ACRES)	88.1±
TOTAL R/W (EX & DEDICATED) (SF)	400,602.453±
TOTAL R/W (EX & DEDICATED) (ACRES)	9.196

LEGEND

(heavy dash line)	PROPERTY BOUNDARY LINE
(light dash line)	ADJACENT LOT LINES
(dashed line)	EASEMENT LINES
(shaded band)	LIMITS OF ACCESS RESTRICTION
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING
/E	EASEMENT
U/E	UTILITY EASEMENT
SS/E	SANITARY SEWER EASEMENT
D/E	DRAINAGE EASEMENT
B/S	BUILDING SETBACK
L/S	LANDSCAPE SETBACK

DRAFT

PROJECT NO.:89-7193

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 7193

W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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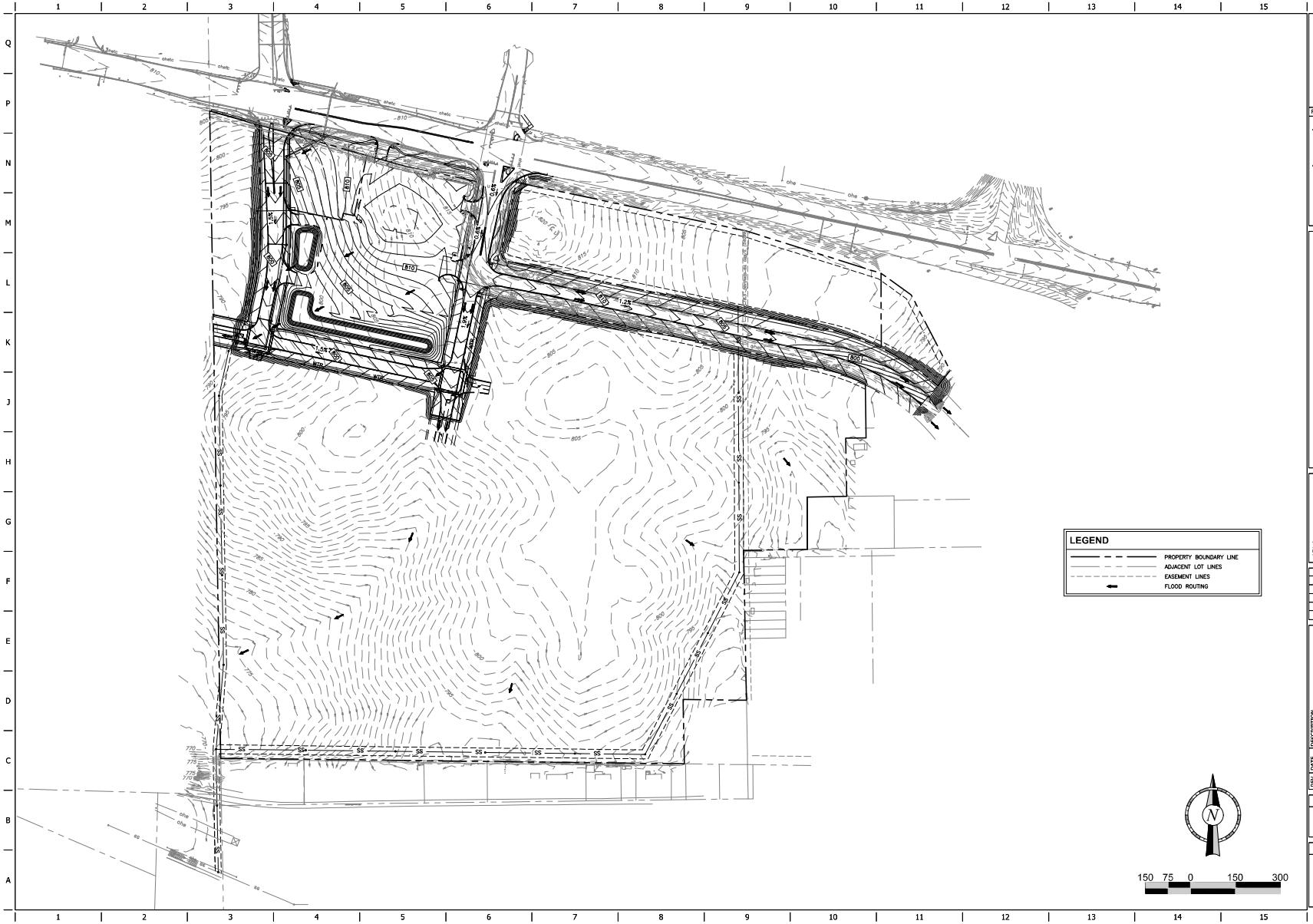
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN

SHEET NUMBER:
C03
EXHIBIT B



DRAFT

PROJECT NO.: 89-7193

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66786-0015
P 913.248.9385

QuikTrip No. 7193

W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

QT

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DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN
GRADING

SHEET NUMBER:
C04

1/21/2022

Case PR-01-22 - Aerial Map

N
W E
S

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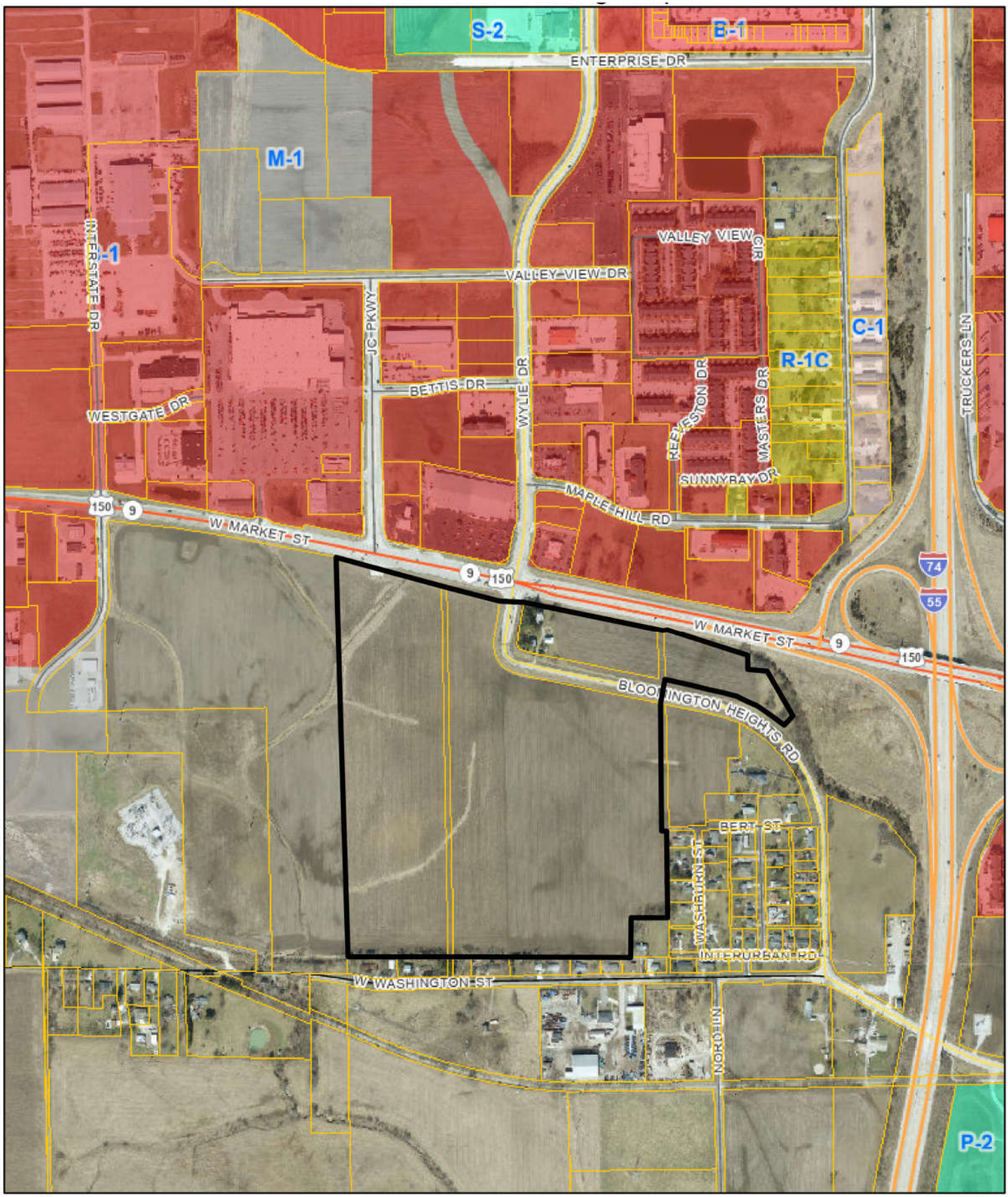
0 0.1 0.2
mi
1 inch = 600 feet

McGIS

1/21/2022

Case PR-01-22 - Zoning Map



N
W E
S

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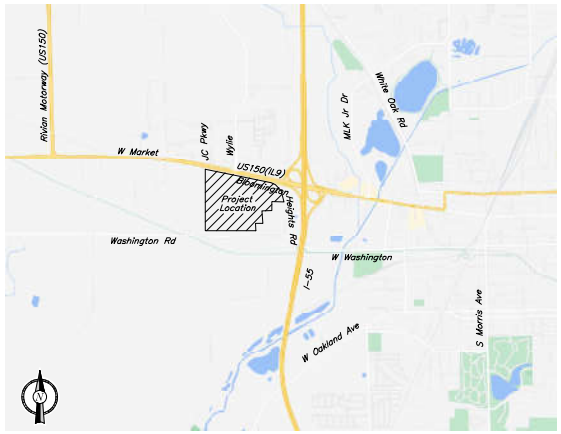
0 0.15 0.3
mi
1 inch = 900 feet

McGIS

THOMPSON–QUIKTRIP ADDITION
PRELIMINARY PLAN

Bloomington, McLean County, Illinois

NW1/4 S6, T23N, R2E



Vicinity Map
N.T.S.

INDEX SHEETS	
NO.	TITLE
C01	COVER SHEET
C02	ANNEXATION PLAT (EXHIBIT A)
C03	PRELIMINARY PLAN (EXHIBIT B)
C04	PRELIMINARY PLAN GRADING

NOTES:

1. THIS PROPERTY IS CURRENTLY UNINCORPORATED AND IS BEING ANNEXED INTO THE CITY LIMITS OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS. THE PROPERTY CONTAINS 83.263 ACRES AND IS TO BE SUBDIVIDED INTO 4 LOTS AND 2 OUTLOTS.
2. THE PROPERTY IS CURRENTLY UNZONED. LOTS 1, 2, 3, AND OUTLOTS A & B WILL BE REZONED TO B–1 (GENERAL HIGHWAY BUSHINESS DISTRICT). LOT 4 WILL BE REZONED TO A (AGRICULTURE).
3. "OUTLOT A" SHALL BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2, ITS SUCCESSORS OR ASSIGNS.
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6. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY PROVIDED BY HEIDEMAN ASSOCIATES INC.
7. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 1701113C0481E, DATED JULY 16, 2008.
8. ALL PUBLIC STREETS, SIDEWALKS AND MULTI–USE PATHS (TRAILS) SHALL BE CONSTRUCTED TO MEET CITY OF BLOOMINGTON REQUIREMENTS. BONDS SHALL BE PROVIDED FOR SAID PUBLIC IMPROVEMENTS AS SET FORTH IN THE CITY CODE.

FLOOD CERTIFICATION:

Areas of minimal flood hazard – Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel No. 1701113C0481E, Effective Date July 16, 2008.

PROJECT BENCHMARK

BENCHMARK –USGS Bloomington West D–163, PID LC1002, McLean County, IL EL 756.10
Located about 2 miles west along the New York Central Railroad from the freight station at Bloomington, at a private gravel road crossing, 27 ½ feet South of South rail, 59 feet Southeast of center of crossing, 49 feet East of center line of road, 12 feet North of center line of a drive East to a house, 12 feet East of the eighth telephone pole East of mile post IND 168, 2 feet North of a fence line, 2 feet Northeast of a white wooden witness post, about 2 feet above level of track and set in the top of a concrete post projecting 4 inches.

Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic.

NOTE: CONSTRUCTION STAKING SURVEYOR SHALL VERIFY HORIZONTAL & VERTICAL CONTROLS PRIOR TO COMMENCING PROJECT STAKING ACTIVITIES.

ILLINOIS PROFESSIONAL ENGINEER

MIDWEST DESIGN GROUP KANSAS CITY, LLC

DESIGN FIRM REGISTRATION NO. 184.008600–0002

EXP. DATE: 04–30–2023

BY: _____

DARLA K. HOLMAN, P.E.

PROFESSIONAL ENGINEER 062.072191

EXP. DATE: 11–30–2023

DARLA K. HOLMAN 062–072191 ILLINOIS

DATE: _____

PROJECT CONTACT LIST:

SURVEYOR OF RECORD
MARK W. WILEY, PLS
SWT DESIGN, INC.
7722 BIG BEND BLVD
ST LOUIS, MO 63119
CELL: (314) 220–3425
markw@swtdesign.com

ENGINEER OF RECORD
DARLA K. HOLMAN, P.E.
MIDWEST DESIGN GROUP KC
P.O. BOX 860015
SHAWNEE, KANSAS 66286–0015
TEL: (913) 248–9385
CELL: (913) 530–4706
darla@mdg–kc.com

QT RE PROJECT MANAGER
GWEN KEEN
QUIKTRIP CORPORATION
2255 BLUESTONE
ST. CHARLES, MO 63303
TEL: (636) 627–0003
CELL: (314) 795–4803
gkeen@quiktrip.com

QT CIVIL PROJECT MANAGER
JEFF LORD, P.E.
QUIKTRIP CORPORATION
CORPORATE OFFICE
4705 SOUTH 129TH E AVE
TULSA, OK 74134–7008
TEL: (918) 615–7376
jlord@quiktrip.com

PLANNING COMMISSION APPROVAL

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the Thompson–Quiktrip Additions shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____, 2022

By: _____
Chairman

By: _____
Executive Secretary

CITY COUNCIL APPROVAL

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMIGTON, ILLINOIS:

"The Preliminary Plan of the Thompson–QuikTrip Addition shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A (if any), which is attached hereto."

The City Council of Bloomington, Illinois

Date: _____, 2022

By: _____

Attest:

_____
City Clerk

LEGEND:

DESCRIPTION	PROPOSED	EXISTING
STORM 12" & UP		
STORM <12"	ST	st
UNDER CURB/PAVEMENT DRAIN	UCP	
STORM SEWER CLEANOUT	CO	CO
CURB INLET	CI	CI
JUNCTION BOX	JB	JB
GRATE INLET	GI	GI
WATER	WTR	wtr
FIRE HYDRANT	FH	FH
WATER METER	W	W
WATER VALVE	V	V
OVERHEAD ELECTRICAL	OHE	ohe
UNDERGROUND ELECTRICAL	UGE	uge
POWER POLE	PP	PP
PUBLIC STREET LIGHT POLE	LP	LP
OVERHEAD TELEPHONE	OHT	oht
UNDERGROUND TELEPHONE	UGT	ugt
TELEPHONE MANHOLE	TELE MH	TELE MH
FIBER OPTIC CABLE	UFOC	ufoc

DESCRIPTION	PROPOSED	EXISTING
QT SINGLE LIGHT FIXTURE		
QT DOUBLE LIGHT FIXTURE		
SANITARY SEWER	SS	ss
SANITARY SEWER MANHOLE	SSMH	SSMH
SANITARY SEWER CLEANOUT	CO	CO
GAS	GAS	gas
BENCHMARK		
FENCE		
PROPERTY LINE		
CONCRETE CURB AND GUTTER		
MOUNTABLE CURB W/ RADIUS PROTECTOR		
PARKING SPACE INDICATOR		
MULTIPLE PRODUCT AUTO DISPENSER WITH CANOPY COLUMN & BOLLARDS		
LANDSCAPE BED	LS	
ELECTRICAL TRANSFORMER	TFR	
FUEL SYSTEM TRANSITION SUMP		

DRAFT

PROJECT NO.: 89–7193

MDG
Midwest Design Group
Kansas City
PO Box 860015
Shawnee, KS 66286–0015
P 913.248.9385

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: P-106.1
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C01

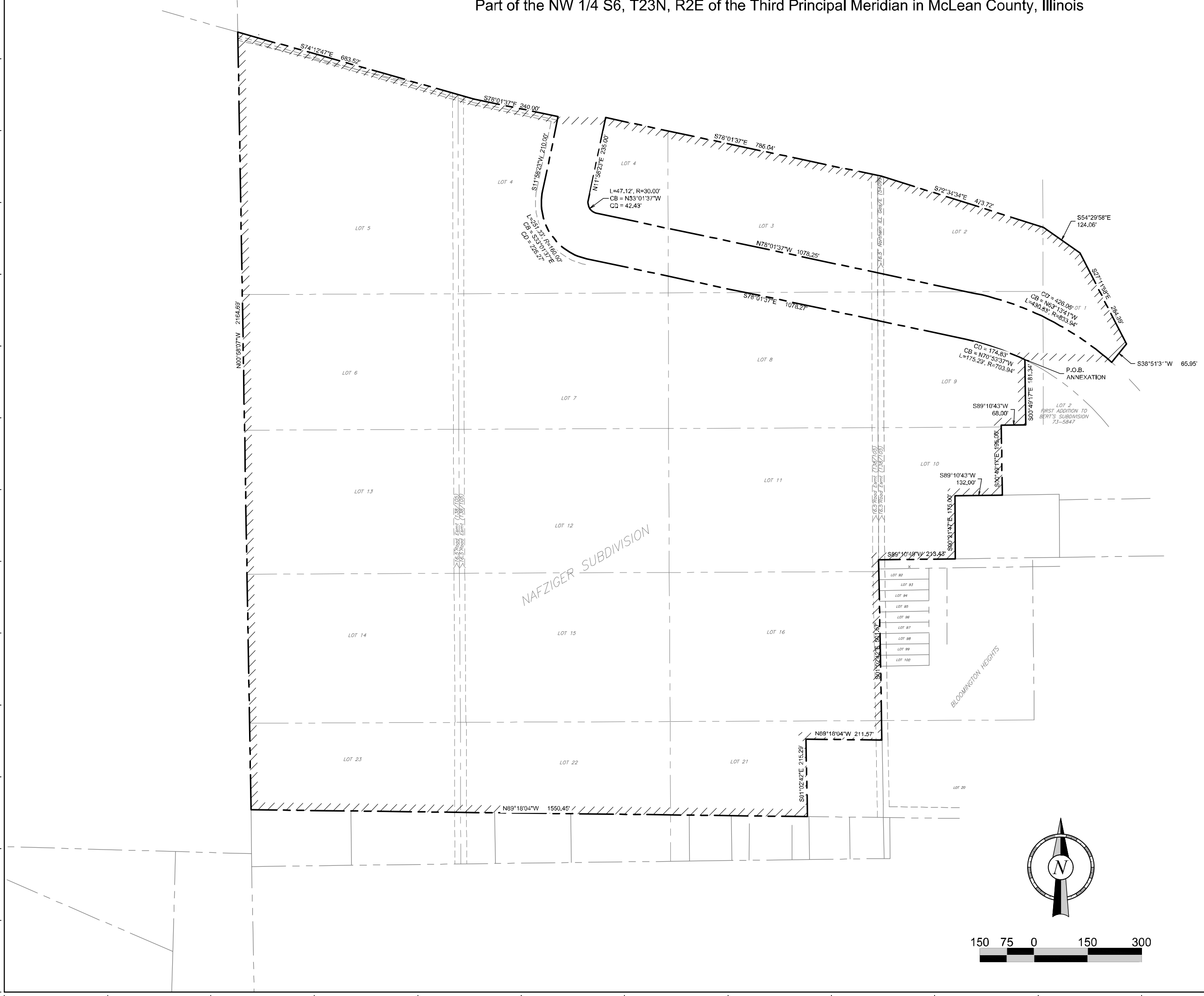
ANNEXATION PLAT

THOMPSON-QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois

LEGEND

——— — ———	PROPERTY BOUNDARY LINE
— — — —	ADJACENT LOT LINES
— — — —	FORMER PLAT LOT LINES
- - - - - -	EASEMENT LINES
///////////	LIMITS OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING



This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St Louis Missouri

Design Firm Registration
#184–008401

Mark W Wiley PLS # 035-003713
12-23-2021

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035.003713
HILLSBORO MISSOURI
STATE OF ILLINOIS

DRAFT

PROJECT NO.: 89-7193

QuikTrip No. 7193
W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: P-106.1
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

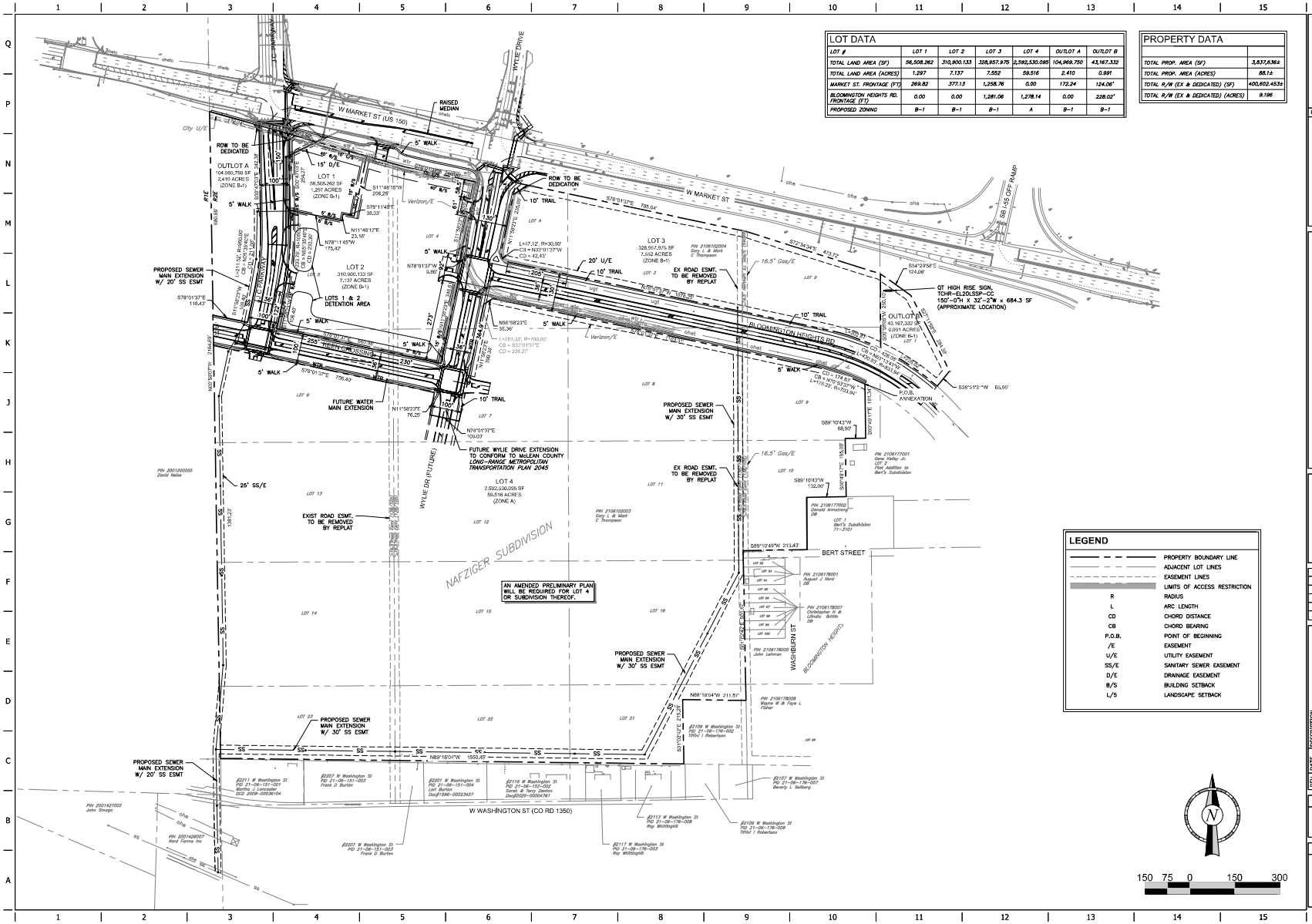
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE: ANNEXATION PLAT

SHEET NUMBER: C02

EXHIBIT A



LOT DATA						
LOT #	LOT 1	LOT 2	LOT 3	LOT 4	OUTLOT A	OUTLOT B
TOTAL LAND AREA (SF)	56,508.262	310,900.133	328,957.975	2,592,530.095	104,969.750	43,167.332
TOTAL LAND AREA (ACRES)	1.297	7.137	7.552	59.516	2.410	0.991
MARKET ST. FRONTAGE (FT)	269.82	377.13	1,258.76	0.00	172.24	124.06'
BLOOMINGTON HEIGHTS RD. FRONTAGE (FT)	0.00	0.00	1,281.06	1,278.14	0.00	228.02'
PROPOSED ZONING	B-1	B-1	B-1	A	B-1	B-1

PROPERTY DATA	
TOTAL PROP. AREA (SF)	3,837,636±
TOTAL PROP. AREA (ACRES)	88.1±
TOTAL R/W (EX & DEDICATED) (SF)	400,602.453±
TOTAL R/W (EX & DEDICATED) (ACRES)	9.196

LEGEND

	PROPERTY BOUNDARY LINE
	ADJACENT LOT LINES
	EASEMENT LINES
	LIMITS OF ACCESS RESTRICTION
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING
/E	EASEMENT
U/E	UTILITY EASEMENT
SS/E	SANITARY SEWER EASEMENT
D/E	DRAINAGE EASEMENT
B/S	BUILDING SETBACK
L/S	LANDSCAPE SETBACK

DRAFT

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Kansas City
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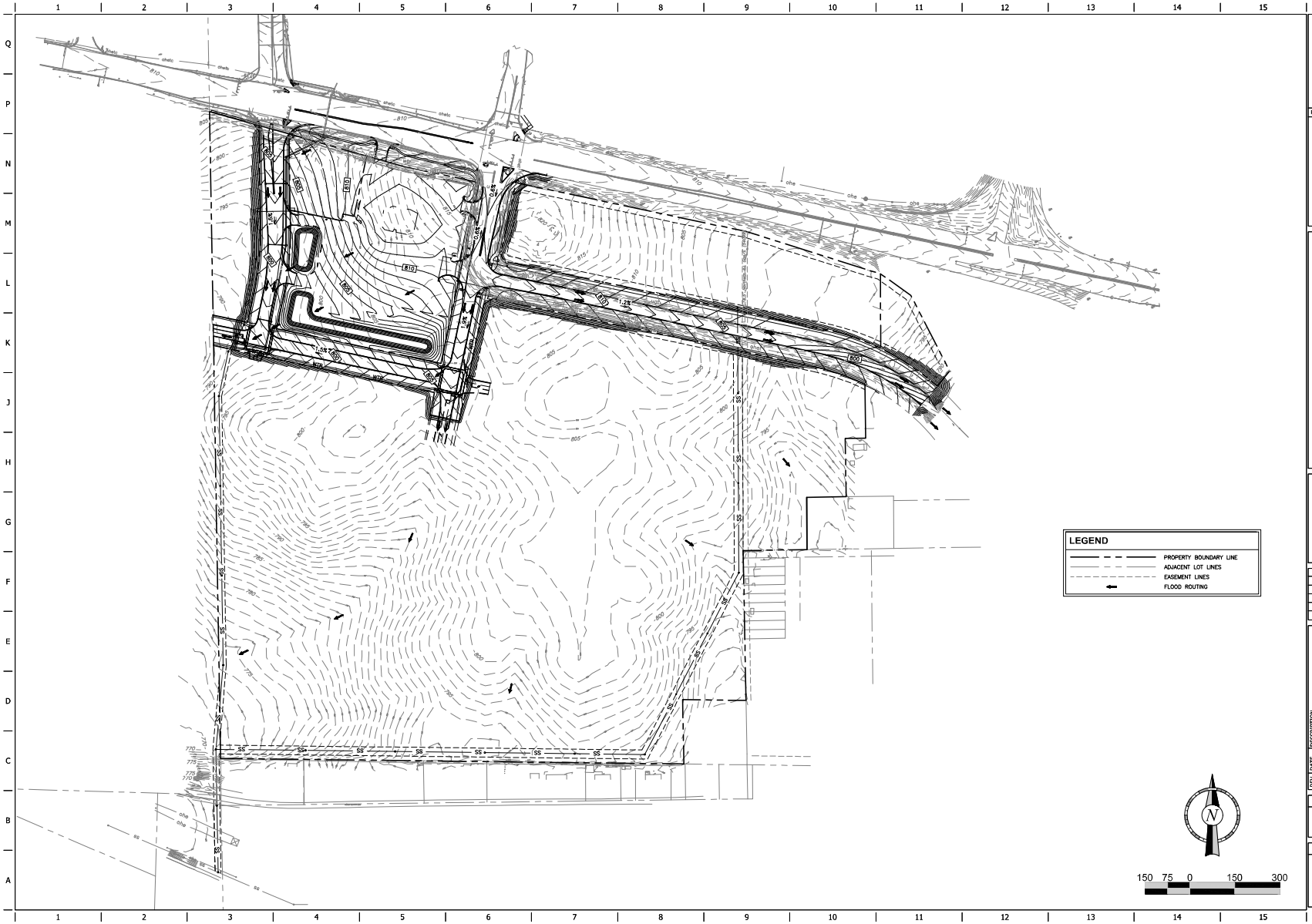
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN

SHEET NUMBER:
C03
EXHIBIT B



DRAFT

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MDG
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Kansas City

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QuikTrip No. 7193

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VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 01/14/2022

SHEET TITLE:
PRELIMINARY PLAN
GRADING

SHEET NUMBER:
C04

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

February 18, 2022

NOTICE OF PUBLIC HEARING

The Planning Commission of the City of Bloomington, Illinois, will hold an in-person public hearing on **Wednesday, March 2nd, 2022 at 4:00 PM in the Osborne Room, 2nd Floor, at the Bloomington Police Station, 305 S East St, Bloomington, IL 61701** on the following: Case numbers Z-12-21, PS-01-22 and PR-01-22, Public hearing, review and action on a petition submitted by John Pratt, Attorney, for QuikTrip Corporation, for approval of a **zoning map amendment, annexation agreement, preliminary plan and site plan review with potential variances for the property generally located south of West Market Street and west of I-55 on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Principal Meridian in McLean County, Illinois (PINs: 21-06-102-003 and 21-06-102-004).**

You are receiving this notice because you own property within a 500-foot radius of the subject property (refer to attached map).

- Those persons wishing to provide testimony on any of the agenda items designated as a public hearing may appear in-person.
- Those persons wishing to provide public comment may register at www.cityblm.org or email publiccomment@cityblm.org.

This hearing will be accessible to individuals with disabilities in compliance with the ADA and other applicable laws. For special needs contact the City Clerk at 115 E. Washington St., Ste 103, Bloomington, IL 61701 (309) 434-2240, cityclerk@cityblm.org or TTY at (309) 829-5115.

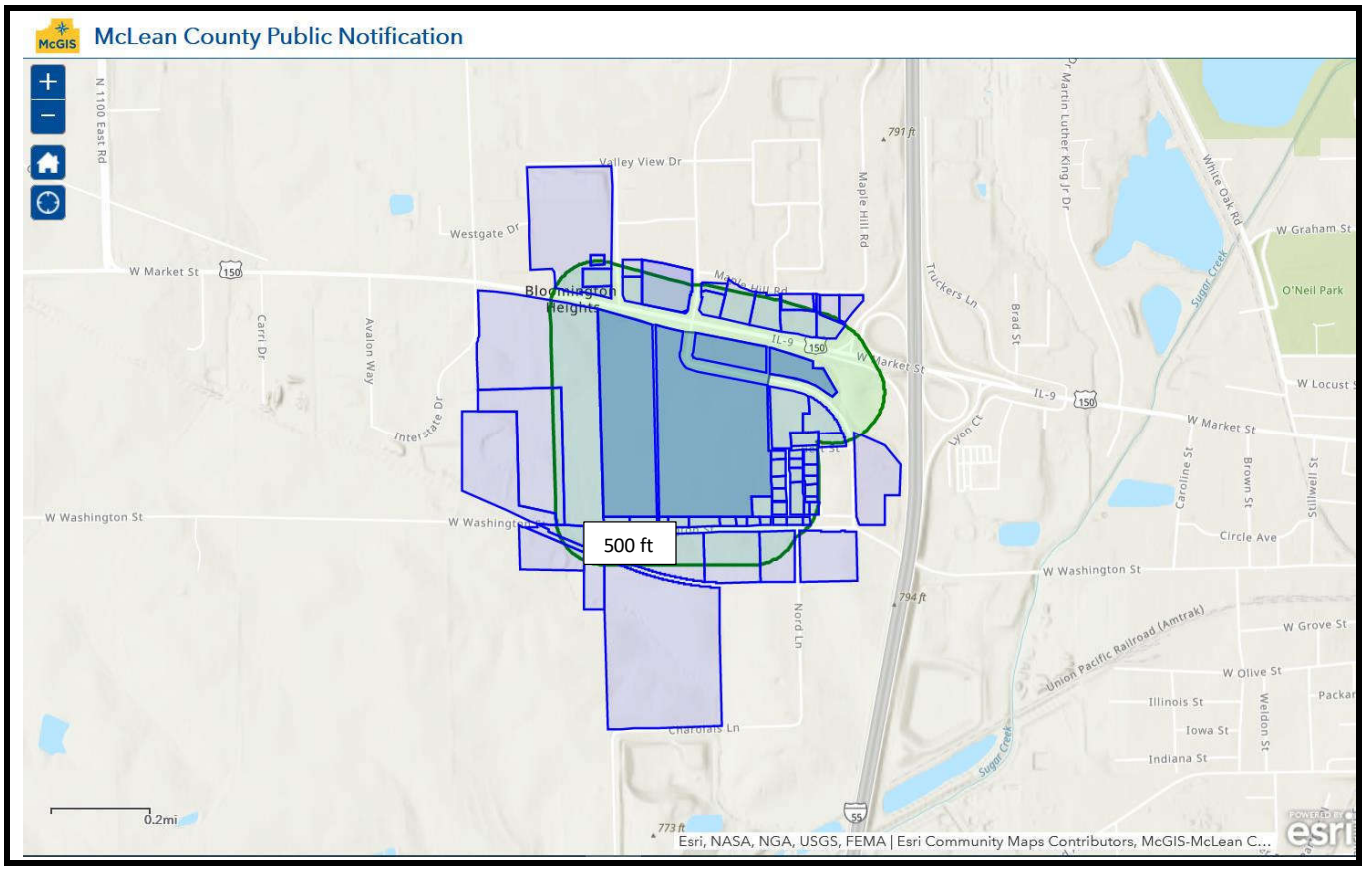
The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website https://www.cityblm.org/government/boards-commissions. Please note this meeting could be subject to change based on a lack of quorum or other reasons. Notice of a change will also be posted online at https://www.cityblm.org/government/boards-commissions.

For questions contact the Economic & Community Development Department at 309-434-2226.

Sincerely,

Planning Division staff

Map of notified properties within 500 ft of subject property



1/21/2022

Case PS-01-22 - Aerial Map

N
W E
S

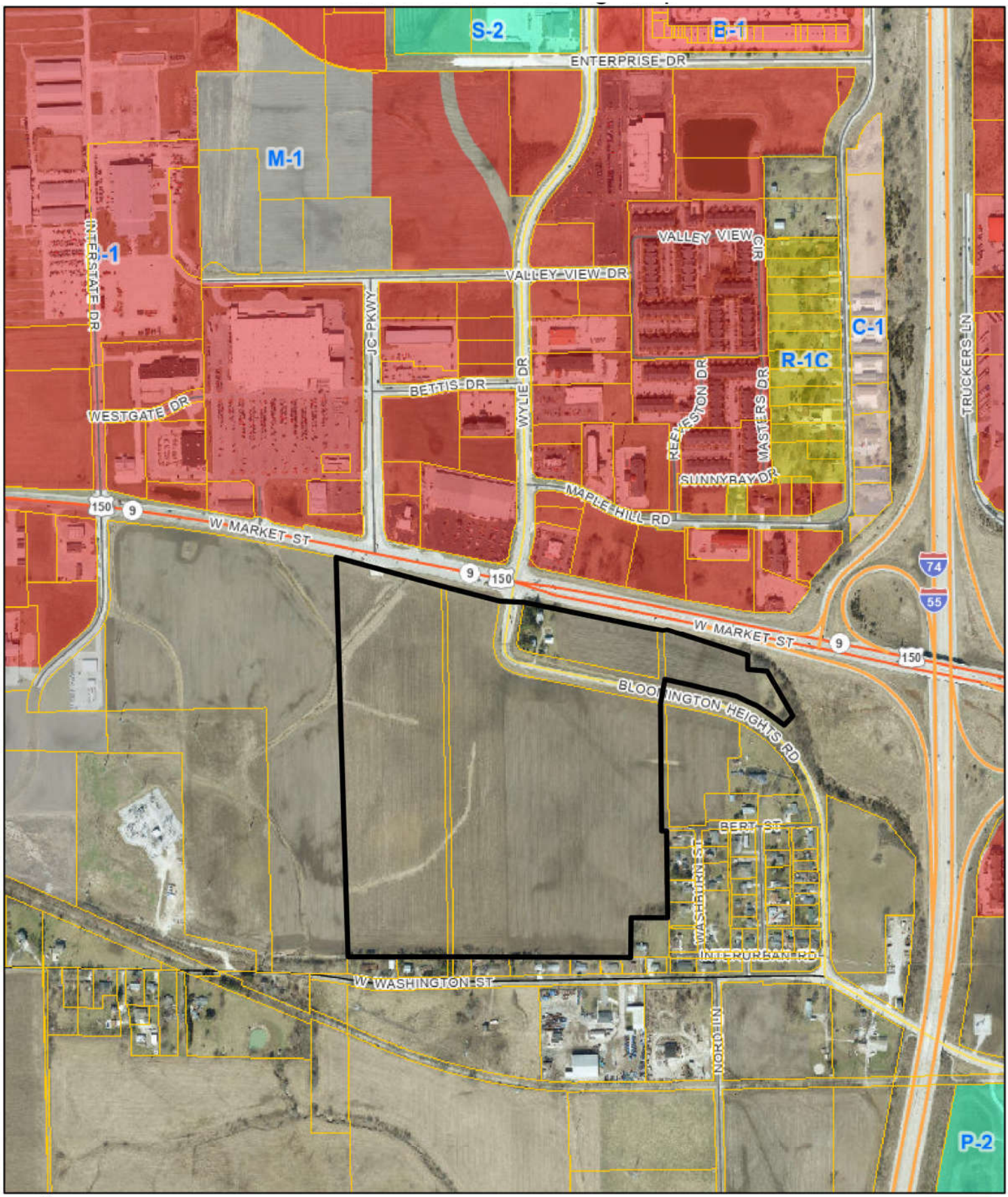
McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

0 0.1 0.2
mi
1 inch = 600 feet

McGIS

1/21/2022

Case PS-01-22 - Zoning Map



N
W E
S

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

0 0.15 0.3
mi
1 inch = 900 feet

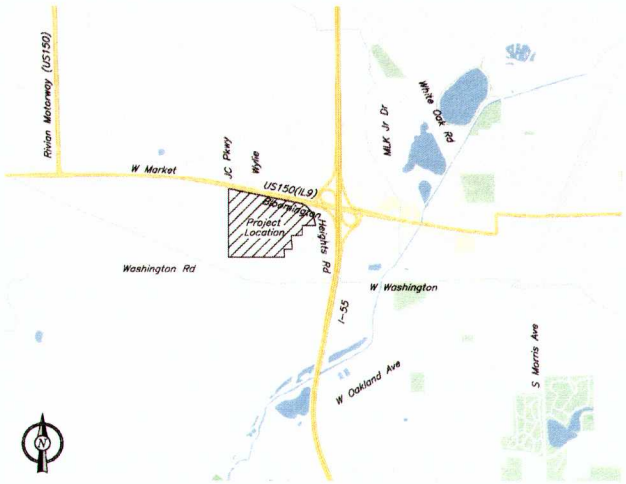
McGIS

THOMPSON-QUIKTRIP ADDITION
PRELIMINARY PLAN

Bloomington, McLean County, Illinois

NW1/4 S6, T23N, R2E

INDEX SHEETS	
NO.	TITLE
C01	COVER SHEET
C02	ANNEXATION PLAT (EXHIBIT A)
C03	PRELIMINARY PLAN (EXHIBIT B)
C04	PRELIMINARY PLAN GRADING



Vicinity Map
N.T.S.

NOTES:

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6. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY PROVIDED BY HEIDEMAN ASSOCIATES INC.
7. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 17011 3C0481E, DATED JULY 16, 2008.
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Areas of minimal flood hazard – Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel No. 17011 3C0481E, Effective Date July 16, 2008.

PROJECT BENCHMARK

BENCHMARK –USGS Bloomington West D-163, PID LC1002, McLean County, IL El. 756.10
Located about 2 miles west along the New York Central Railroad from the freight station at Bloomington, at a private gravel road crossing, 27 ± feet South of South rail, 38 feet Southeast of center of crossing, 49 feet East of center line of road, 12 feet North of center line of a drive East to a house, 12 feet East of the eighth telephone pole East of mile post IND 168, 2 feet North of a fence line, 2 feet Northeast of a white wooden witness post, about 2 feet above level of track and set in the top of a concrete post projecting 4 inches.

Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic.

NOTE: CONSTRUCTION STAKING SURVEYOR SHALL VERIFY HORIZONTAL & VERTICAL CONTROLS PRIOR TO COMMENCING PROJECT STAKING ACTIVITIES.

ILLINOIS PROFESSIONAL ENGINEER

MIDWEST DESIGN GROUP KANSAS CITY, LLC

DESIGN FIRM REGISTRATION NO. 184.008600-0002

EXP. DATE: 04-30-2023

BY: _____

DARLA K. HOLMAN, P.E.

PROFESSIONAL ENGINEER 062.072191

EXP. DATE: 11-30-2023

LICENSED PROFESSIONAL ENGINEER DARLA K. HOLMAN 062-072191 OF ILLINOIS

DATE: _____

PROJECT CONTACT LIST:

SURVEYOR OF RECORD	ENGINEER OF RECORD	QT RE PROJECT MANAGER	QT CIVIL PROJECT MANAGER
MARK W. WILEY, PLS	DARLA K. HOLMAN, P.E.	GWEN KEEN	JEFF LORD, P.E.
SWT DESIGN, INC.	MIDWEST DESIGN GROUP KC	QUIKTRIP CORPORATION	QUIKTRIP CORPORATION
7722 BIG BEND BLVD	P.O. BOX 860015	2255 BLUESTONE	CORPORATE OFFICE
ST LOUIS, MO 63119	SHAWNEE, KANSAS 66286-0015	ST. CHARLES, MO 63303	4705 SOUTH 129TH E AVE
CELL: (314) 220-3425	TEL: (913) 248-9385	TEL: (636) 627-0003	TULSA, OK 74134-7008
markw@swldesign.com	CELL: (913) 530-4706	CELL: (314) 795-4803	TEL: (918) 615-7376
	darla@mdg-kc.com	gkeen@quiktrip.com	jlord@quiktrip.com

PLANNING COMMISSION APPROVAL

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the Thompson-Quiktrip Additions shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: _____, 2022

By: _____
Chairman

By: _____
Executive Secretary

CITY COUNCIL APPROVAL

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMIGTON, ILLINOIS:

"The Preliminary Plan of the Thompson-QuikTrip Addition shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A (if any), which is attached hereto."

The City Council of Bloomington, Illinois

Date: _____, 2022

By: _____

Attest:

_____
City Clerk

LEGEND:

DESCRIPTION	PROPOSED	EXISTING
STORM 12" & UP		
STORM <12"	ST	st
UNDER CURB/PAVEMENT DRAIN	UCP	
STORM SEWER CLEANOUT	CO	CO
CURB INLET	CI	CI
JUNCTION BOX	JB	JB
GRATE INLET	GI	GI
WATER	WTR	wtr
FIRE HYDRANT	FH	FH
WATER METER	W	W
WATER VALVE	V	V
OVERHEAD ELECTRICAL	OHE	ohe
UNDERGROUND ELECTRICAL	UGE	uge
POWER POLE	PP	PP
PUBLIC STREET LIGHT POLE	LP	LP
OVERHEAD TELEPHONE	OHT	oht
UNDERGROUND TELEPHONE	UGT	ugt
TELEPHONE MANHOLE	TELE MH	TELE MH
FIBER OPTIC CABLE	UFOC	ufoc

DESCRIPTION	PROPOSED	EXISTING
QT SINGLE LIGHT FIXTURE		
QT DOUBLE LIGHT FIXTURE		
SANITARY SEWER	SS	ss
SANITARY SEWER MANHOLE	SSMH	SSMH
SANITARY SEWER CLEANOUT	CO	CO
GAS	GAS	gas
BENCHMARK		
FENCE		
PROPERTY LINE		
CONCRETE CURB AND GUTTER		
MOUNTABLE CURB W/ RADIUS PROTECTOR		
PARKING SPACE INDICATOR		
MULTIPLE PRODUCT AUTO DISPENSER WITH CANOPY COLUMN & BOLLARDS		
LANDSCAPE BED	LS	
ELECTRICAL TRANSFORMER	TFR	
FUEL SYSTEM TRANSITION SUMP		

QuikTrip No. 7193

PROJECT NO.: 89-7

Midwest De
Kansa
PO Box
Shawnee, KS
P 913.2

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DIVISION: 89
VERSION: 001
DESIGNED BY: DK
DRAWN BY: CSH
REVIEWED BY: JK

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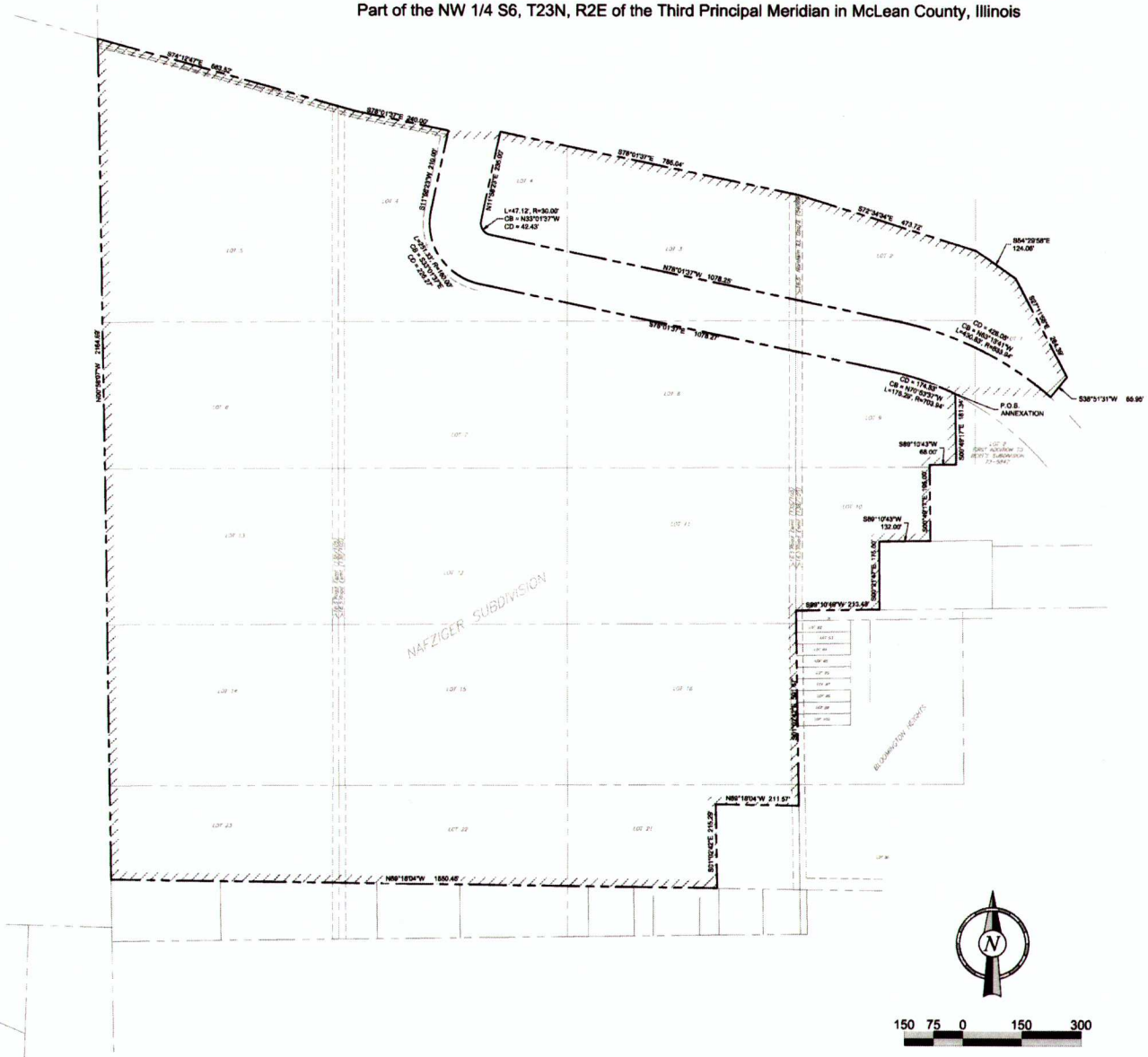
ANNEXATION PLAT

THOMPSON-QUIKTRIP ADDITION

Part of the NW 1/4 S6, T23N, R2E of the Third Principal Meridian in McLean County, Illinois



LEGEND

	PROPERTY BOUNDARY LINE
	ADJACENT LOT LINES
	FORMER PLAT LOT LINES
	EASEMENT LINES
	LIMITS OF AREA TO BE ANNEXED
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING

This is a plat of a tract of land to be annexed to the City of Bloomington:
A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 56 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.
Subject to easements, restrictions, reservations and covenants of record, if any.

SWT DESIGN, INC.
7722 Big Bend Blvd
St Louis Missouri

Design Firm Registration
#184–008401

Mark W. Wiley PLS # 035-003713
12-23-2021

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035-003713
HILLSBORO
MISSOURI
STATE OF ILLINOIS

DR

PROJECT NO.: 89-

QuikTrip No. 7193

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DRAWN BY: CSH
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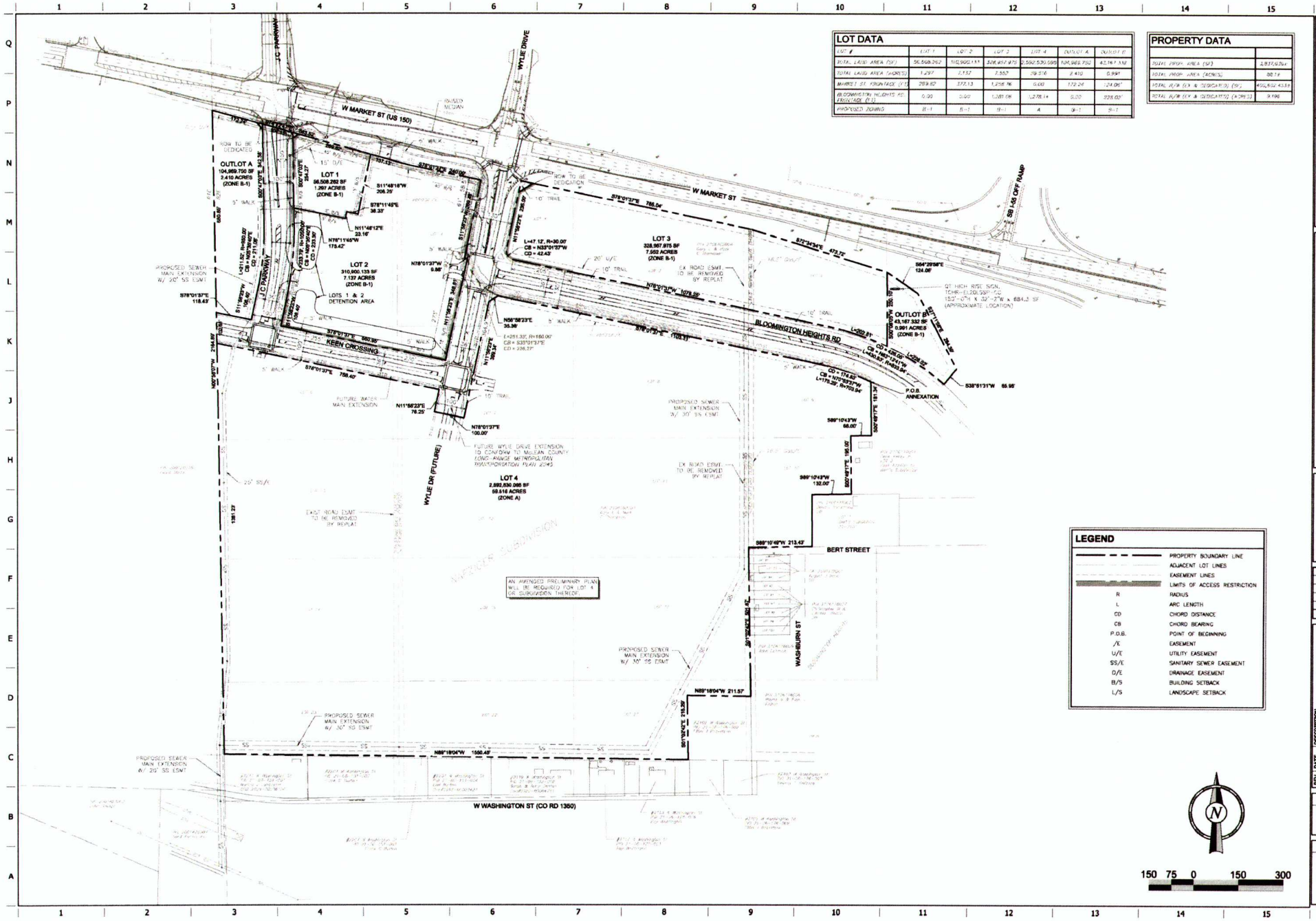

LOT DATA

LOT #	LOT 1	LOT 2	LOT 3	LOT 4	OUTLOT A	OUTLOT B
TOTAL LAND AREA (SF)	56,508.282	310,900.133	328,957.875	2,592,530.095	104,969.750	43,167.332
TOTAL LAND AREA (ACRES)	1.297	7.137	7.552	59.516	2.410	0.991
MARKET ST. FRONTAGE (FT)	289.80	372.13	1,256.96	0.00	172.24	124.06'
BLOOMINGTON HEIGHTS RD FRONTAGE (FT)	0.00	0.00	1,281.08	1,278.14	0.00	325.03'
PROPOSED ZONING	B-1	B-1	B-1	A	B-1	B-1

PROPERTY DATA

TOTAL PROP. AREA (SF)	2,937,926.[illegible]
TOTAL PROP. AREA (ACRES)	80.1[illegible]
TOTAL R/W (EX & DEDICATED) (SF)	456,602.433
TOTAL R/W (EX & DEDICATED) (ACRES)	9.196

LEGEND

	PROPERTY BOUNDARY LINE
	ADJACENT LOT LINES
	EASEMENT LINES
	LIMITS OF ACCESS RESTRICTION
R	RADIUS
L	ARC LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING
/E	EASEMENT
U/E	UTILITY EASEMENT
SS/E	SANITARY SEWER EASEMENT
D/E	DRAINAGE EASEMENT
B/S	BUILDING SETBACK
L/S	LANDSCAPE SETBACK

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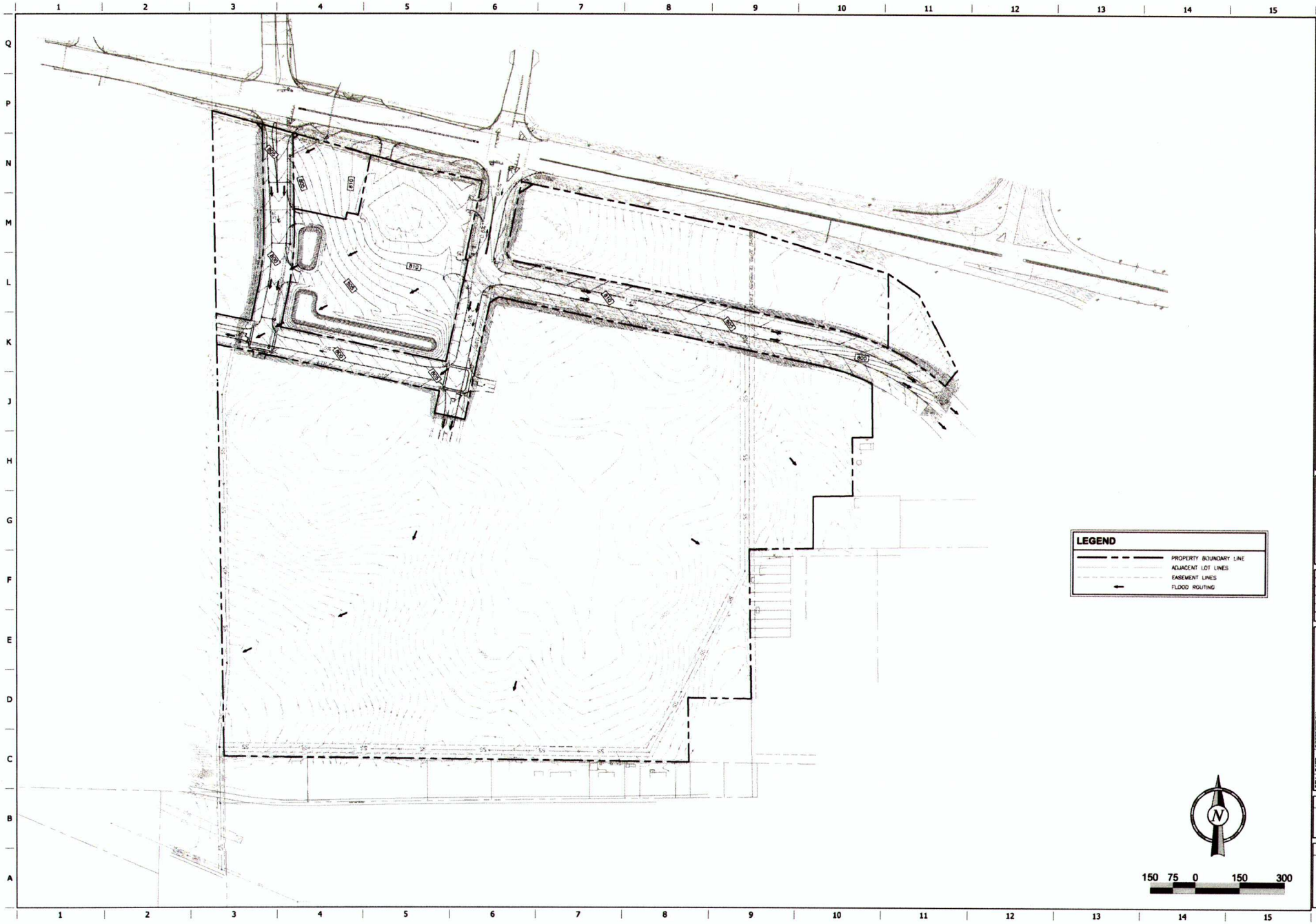

QuikTrip No. 7193

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B. Z-12-21 Public hearing, review and action on a request by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Zoning Map Amendment and approval of an Annexation Agreement for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004).

Chairperson Mohr notified those present that—while these are separate legal items—for clarity, and to help the public understand the content, the Planning Commission will take Cases Z-12-21 and PS-01-22 together. The Chair asked if anyone had objection; none were stated.

City Staff Kimberly Smith presented the staff report for Z-12-21 with a recommendation for approval.

Staff finds that standards for the annexation agreement and zoning map amendment are met.

C. PS-01-22 Public hearing, review and action on a request by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Preliminary Plan for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004).

The petitioner for this case is the same as the petitioner for case Z-12-21.

City Staff Glen Wetterow presented the staff report for PS-01-22 with a recommendation for approval.

The Preliminary Plan submitted identifies the creation of 4 lots (1-4) and 2 outlots (A&B). The requested zoning for Outlot A and B, and lots 1-3, is B-1. Lot 4 will remain in the default annexation zoning of Agriculture.

The Preliminary Plan focuses on compliance with City's Zoning Code, Public Work's Manual of Practice, and the City's Comprehensive Plan.

Staff finds that standards have been met and recommends approval of Preliminary Plan.

DISCUSSION

Chairperson Mohr asked questions related to the standards for annexation and zoning. The questions were focused around public interest and a cost-benefit analysis.

Ms. Smith noted that when considering the public interest, look at everything as a whole. The intent is to not just look at one party, but generally is this the right decision for the City. Ms.

Smith discussed weighing cost against the benefit, tangible verses soft/residual benefit that would be an investment in the future.

Chairperson Mohr stated he felt goals H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City) and N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area) of the Comprehensive Plan conflict; and inquired about the process for "de-annexing" a property.

Chairperson Mohr opened the public hearing.

The petitioner, John Pratt (attorney for QuikTrip), 217 E Washington St, Bloomington IL introduced himself and Ms. Gween Keen, 2255 Bluestone, St. Charles, MO. Mr Pratt indicated he would speak first and would then defer to Ms. Keen.

Mr. Pratt provided background on the purchase of the property and reasoning behind the request for the annexation, zoning and preliminary plan approval. Mr. Pratt emphasized his client's (QuikTrip) desire to be a part of the City.

Ms. Gwen Keen provided a video and PowerPoint presentation on QuikTrip, the use proposed for Lots 1, 2 and Outlot A. Ms. Keen indicated that the point of the video and her presentation is to familiarize those present with a background on QT and their organizational culture.

All the lighting is now LED and is down-cast. There is no "bleeding of light" onto neighboring properties.

Ms. Keen noted the positive impact on the community this new QT store will have.

Ms. Keen identified that QT doesn't refer to themselves as a "truck stop," because they do not offer the amenities of a truck stop and don't have the same problems associated with a truck stop. QT is focused on short-hauling traffic. There is no need for showers, lounges, hotels with this type of hauling. QT has no national fleet accounts. QT does have a limited number of fueling bays. QT sets itself apart because they don't want vehicles staying at the location for prolonged periods of time. QT wants them to come, get fuel, grab food, do some paperwork, and be on their way. We don't have "overnight parking" because QT monitors the lot, and if someone has been there too long QT address it or calls someone who can.

DISCUSSION

Chairperson Mohr questioned Mr. Pratt. why is it desirable to annex into the City rather than stay in the County? Mr. Pratt stated that the City has a more comprehensive commercial development plan. Additionally, the City offers service such as sewer/water that QT needs to operate.

Chairperson Mohr asked if the streets being proposed by QT would eventually be turned over to the City, and then the City would be responsible for the future maintenance of them.

Ms. Keen stated that the City roads would be dedicated over to the City, as this is the City's desire, to accommodate future development. The streets will be built to City specifications.

Chairperson Mohr asked if the same situation, that applies to the proposed streets, applies to the proposed sewer.

Ms. Keen stated the sewer mains will be public and thus will be turned over to the City. The sewer mains will have to be built to City standards, and inspected by the City. The City would receive tap fees for future connections to this main.

Chairperson Mohr re-emphasized that no financial calculations had been done to determine the financial responsibilities the City is taking on.

Craig Shonkwiler, City Engineer, informed Chairperson Mohr he was correct and the City had not calculated all of the costs. However, the Public Works Department has done some analysis to determine the cost versus the benefit to the City.

Chairperson Mohr asked if a cost-benefit analysis has been conducted related to the proposed infrastructure. Mr. Shonkwiler stated that a general calculation had been done internally

Commissioner Galpalli asked who provides the infrastructure plan. Mr. Shonkwiler stated that his department does. Mr. Shonkwiler stated that the applicant will be required to build this infrastructure according to the Manual of Practice.

Commission Danenberger noted that the distinction made by Ms. Keen between travel center and a truck stop is an apt one. He has read the Annexation Agreement and the Preliminary Plan and wanted to know if QT had an plans to have Electric Vehicle (EV) charging stations?

Ms. Keen stated this is a hot topic at QT! The problem is right now, the technology requires 30 minutes to charge, and QT doesn't want customers there for 30 minutes and customers don't want to be at QT for 30 minutes either. If technology gets to the point where charging speed is short enough to be appropriate for QT customer, it will definitely be there!

Chairperson Mohr asked if there was anyone else present to speak in favor of the petition. There were no individuals present wishing to provide comment in favor of petition.

Chair asked for public comment against this petition.

August Nord – 118 Washburn St

Mr. Nord stated he is the Precinct Committeemen for Precinct 1 of unincorporated McLean County. This encompasses the Bloomington Heights area, and he lives right in middle of subdivision. August asked what the big plan is for the area; he does not see the overall picture, based upon the information present. Is there a long-term plan to for the Bloomington Heights area, is the intent to eventually annex the area? He is responding to people in the neighborhood filing petitions and, based upon discussions had with the neighborhood, there are concerns with

how this will impact the neighborhood and area, generally speaking. He feels Bloomington can't property maintain the existing infrastructure so there is no need to add.

Mr. Wetterow reviewed the Land Use Priorities Map located in the Comprehensive Plan. This map identifies areas within and adjacent to the City, and the ease with which they could become developed. Bloomington Heights is identified in this map as Tier 1 and thus an area that the City considers for future annexation. Tier 2 areas have access to City resources.

Chairperson Mohr asked about the development process for the Lot 4.

Ms. Smith stated that, if the process required a hearing, the process would be same as it was for this meeting. Property owners within 500 feet of property boundary would receive notice. This would include those that live inside and outside of the City.

Chairperson Mohr asked why QT proposes annexing the entire property, instead of just the part they are looking to immediately develop.

Ms. Keen stated that in order to get the piece of property that wanted, they had to buy whole acreage; the owner would not sell it any other way. Ms. Keen feels that the front lots adjacent to West Market Street will probably sell rather quickly and this zoning to B-1 is in alignment with the Comprehensive Plan

Chairperson Mohr asked about the compensation the City would need to provide to the County for loss in taxes. Mr. Pratt stated that he was not sure of the exact amount but was aware of a State statute that outlines the math to determine the amount.

Chairperson Mohr asked staff how they would respond to the statement, "If we can't take care of what we have, why would we want to take on more"?

Mr. Shonkwiler stated this was a good question. He noted that the City does have aging infrastructure, but noted the benefits of increased sidewalks and multi-use paths, improvement on Bloomington Heights Road, and the potential revenue. Mr. Shonkwiler believes that with gas-tax revenue alone this would be a net benefit. The revenue derived from this project does not exist now and would go into the City's coffers and would help with improving existing infrastructure that would otherwise not have funding for.

Rodney Baster – Bloomington Road Township Commissioner – 1687 Bush Blvd

Mr. Baster has concerns with the annexation and preliminary plan. He stated that once the annexation happens, he has similar concerns as to those voiced earlier. He believes the annexation will cause hardship to the Township and the neighboring subdivision. He has concerns about stormwater runoff. His concern is with the rate of stormwater runoff once the property is developed. He is concerned it will cause flooding downstream in the areas that fall within the Bloomington township. He is also concerned with the loss of tax dollars as he uses those dollars to fulfill his obligations to the Bloomington Township residents.

Chairperson Mohr asked staff if it is known who owns Bloomington Heights Rd.

Mr. Shonkwiler stated that to his understanding the City of Bloomington is responsible but doesn't have any supporting documents on hand.

Chairperson Mohr as the petitioner if they could clarify intent of 60 acres zoned Agriculture and if they could address any of the concerns the constituents voiced to Mr. Baster.

Ms. Keen stated that as of right now, QT is trying to determine what the plan is for the near future. For right now, the homestead is still there with occupants, and they can continue to stay there until a mutually agreed-upon time. QT is currently discussing with the former property owner whether they want to continue to farm it, or whether someone else wants to.

Denise Balagna - 2020 Interurban Rd

Ms. Balagna stated the neighborhood does not welcome the proposal and does not need another fueling station. The individuals who live is this neighborhood choose to live there because it is not the City; it is not fast paced and feels like the country. She is concerned about protecting the integrity of the neighborhood.

Ms. Keen reiterated that QT has no idea how long lot 4 will remain agricultural, but changes to that will require additional zoning map amendments which will require public notification.

Shannon Ramirez - 2020 Interurban Rd

Ms. Ramirez noted that the standard for maintaining agricultural property is minimal and believes QT is not going to pay attention to weeds and they aren't going to worry about flooding.

Chairperson Mohr reminded speakers to speak to the commission and not the petitioners and please maintain order.

Robert Blessing - 114 Constantine St

Mr. Blessing wanted to know who is responsible for Bloomington Heights Rd, the City of Bloomington or the County? His concern is that the property and his daughter's property are constantly flooded with stormwater coming off of the agricultural field; he wants to know what is going to be done about it.

According to Mr. Shonkwiler, the usual policy is that if corporate limits touch the road, then the City of Bloomington is responsible for the road, if not, the County is responsible. With regard to the stormwater runoff, the City has a code which requires the water be detained and runoff only occurs at the rate it occurred before development. Drainage law requires downstream property owners to allow the water to flow as it does now, so QT is required to do no more harm than the way it is currently set up.

Chairperson Mohr stated that everyone is free to speak, but he is noticing some themes and recurring concerns. If the public has a different statement, or wants to express those concurrent with another speaker, please speak but please be aware of time.

Scott Joyce - 2025 Interurban Rd

Mr. Joyce asked for a point of clarification. He wanted to know if the improvements to Bloomington Heights Rd were going all the way to Washington St, and if this improvement included a bike lane. He is a cyclist and having the ability to ride that road would be awesome. He also wanted to know if the proposed sewer was something that the neighborhood would be able to tap into. He noted that all were on septic right now, and he would love to be able to tap into sanitary sewer.

Mr. Shonkwiler stated there is a multi-use plan in QT's plan. The path is separate from the road. The City has an outstanding plan to extend that but does not have the funds right now. The entire path to Washington St would not be a part of this development. Mr. Shonkwiler noted that water and sewer are a City service, so if you are outside of the city limits, there are two ways to get city service.

Susan Cortesi – 8883 N 1550 East Rd

Ms. Cortesi noted all of the complaints of the individuals who live in the Bloomington Heights neighborhood are having and the difficulty with the Township.

She noted that she is not against the proposed development. She likes the appearance of the proposed QT and seems like a place she would frequent. She asked why is this necessary at this location.

Lori Burton - 2201 W Washington

Ms. Burton is concerned is about the flooding already coming off from Farm & Fleet onto her land. ~~M~~

Chairperson Mohr received confirmation from the Director of Public Works that Bloomington Heights Rd belongs to the City of Bloomington. There was a jurisdiction transfer on file for this transfer of ownership. The Public Works department will send copies of the agreement to any parties that would like it.

Mary Leung –105 N Adelaide St, Normal IL

Ms. Leung wants to know if additional police protection will be needed with this business there. Her concerned is based upon the difficulties police have had at the other nearby fueling stations/truck stops.

Chairperson Mohr stated that the concern over City services has already been addressed, regarding policing.

Ms. Keen wanted to speak to the concern for the need for additional policing. Ms. Keen highlighted that QT meets DOJ standards when it comes to the monitoring of the facility. The layout of the facility and the location of the monitors in the store make individuals realize they are being watched and this serves as a deterrent.

Shannon Ramirez - 2020 Interurban Rd

Ms. Ramirez wanted to clarify a statement made by the City Engineer. The statement was that "with regard to stormwater runoff, QT would not have to do any more improvements over what is already existing." Her concern is that the existing situation results in the flooding of her and neighbors' properties. She noted that the staff report identifies no portion of this development falls within the special flood hazard area. The data supporting this comes from 2008 which is 14 years old. She disagrees that this not a flood hazard area and believes more updated data is needed.

Mr. Shonkwiler clarified that the document Ms. Ramirez is referencing for flooding is a FEMA map. FEMA is the one who designates special flood hazard areas and is the one who updates the maps. The City is not involved in any way.

Ms. Smith clarified that the Commission is reviewing the proposed annexation, zoning, and preliminary plan; the specific development standards will be associated with the legislative site plan, which will follow at a separate meeting next month, if the other items are approved.

Chairperson Mohr stated he believed it was time to close the public hearing, as no new concerns were being brought before the Commission. The Commission agreed, so Chairperson Mohr closed the public hearing portion of the cases at 6:45pm.

Commissioner Boyd made a motion for a five-minute recess. Commissioner Danenberger seconded. A voice vote was held, with all in favor (7-0).

The Planning Commission reconvened at 6:52pm.

Chairperson Mohr noted that City staff did receive public comments, via email, and they were similar in nature to the other comments provided by the public. The comments will be entered into meeting minutes for the record. The petitioner was aware of the comments and did not have a response to them as the concerns have already been addressed. Chairperson Mohr stated that the Commission was now going to move onto their discussion of the case and no further public comment could be heard.

Chairperson Mohr asked for discussion specifically on the standards for annexation as this needs to be addressed first. Chairperson Mohr stated that he had questions, and the public voiced concerns, that would apply to the standard which addressed the gain/hardship to the public. This is within their purview to consider, and if the Commission doesn't think the case has been made, to take that into account and not recommend that this be approved, or the Commission can make a different decision, or have further discussion.

Commissioner Stanczak noted that the Commission has heard a lot about the conditions south of development, which current falls within the County, is less than optimal. His concern with respect to this development is about what is being proposed, and to him what is being proposed looks like something that would be very high quality. He stated he is very sympathetic to the conditions of those behind the property, but he does not think petitioners can be expected to

rectify the existing issues. He doesn't believe the annexation agreement will make the conditions any worse than they are now. He does not think it's fair to require the petitioners to solve all the problems that have been there for quite a few years.

Commissioner Stanczak moved make a finding that all the standards for annexation have been met. Chairperson Mohr asked if that is the complete motion, or did the commissioner desire to add more? Commissioner Stanczak wanted to make the motion based upon the request presented by staff. Staff assisted in finding the exact language. Commissioner Stanczak stated his motion was to establish findings of fact that the proposed annexation agreement, including the draft preliminary plan submitted as an exhibit to the agreement, meets the standards for an annexation agreement, and recommend approval. Chairperson Mohr asked for a second. Mr. Danenberger seconded the motion.

Chairperson Mohr asked if there was any discussion. There was discussion about the annexation agreement and zoning being combined for the motion. Mr. Boyle stated that was at the discretion of the Commission. Mr. Stanczak stated he would like to withdraw his motion and Commissioner Danenberg withdrew his second. Mr. Stanczak re-made his motion to include the motion he made earlier, but to add to it that the proposed zoning is in the public interest and not solely for the benefit of the applicant, meets the standards for zoning, and recommends approval. Seconded by Commissioner Danenberger.

Commissioner Boyd stated that he agreed with the comments made by Commissioner Stanczak relating to the annexation of the property. Commissioner Boyd stated he had some concerns related to the Site Plan, but this will be reviewed at a later date, and he will vote in favor today for the annexation and zoning.

Chairperson Mohr sated he will be voting against the motion due to the fact that City staff and the petitioner were unable to provide an assessment of the financial responsibility the City would be incurring. He believes that without this information there is no way to determine the relative gain or hardship to the public. He does not find sufficient evidence to move forward.

Commissioner Boyd questioned Chairperson Mohr on if the Commission has ever had that kind of information available to them when considering an annexation. Commissioner Boyd stated that he believes it is within the purview of the Commission to assume certain things. Commissioner Boyd wanted it noted that this kind of information has never been provided before; it was not omitted in this case, but is something that has never been provided.

Chairperson Mohr responded by stating that he believes this is information should have been provided. He believes a change must occur and this information must be brought into account when making permanent decisions such as this.

Commissioner Boyd stated that he believes no one on this Commission is taking annexations lightly. To him, this is not "not infill." It is surrounded on three sides by the City and has commercial business development across the street. What is being proposed fits in with the surrounding area. Annexation is never a decision he takes lightly, but this annexation makes sense to him.

There was no further discussion or comments.

A Roll Call vote was taken. Mr. Boyd – Yes, Mr. Stanczak – Yes, Mr. Danenberger – Yes, Ms. Patino – Yes, Mr. Galpalli – Yes, Mr. Sant-Amour – Yes, Chairperson Mohr – No. The motion was approved (6-1-0).

Chairperson Mohr asked staff what the remaining request was before the Commission. Mr. Wetterow state the remaining request is for the preliminary plan.

Mr. Stanczak made a motion that to find that the proposed amended preliminary plan meets the purpose and intent of Chapter 24 of the City Code and recommends approval of the petition submitted by John Pratt, Attorney, on behalf of QuikTrip Corporation, for approval for a Preliminary Plan for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004). Commissioner Boyd seconded.

There was no discussion on the motion made.

A Roll Call vote was taken. Mr. Boyd – Yes, Mr. Stanczak – Yes, Mr. Danenberger – Yes, Ms. Patino – Yes, Mr. Galpalli – Yes, Mr. Sant-Amour – Yes, Chairperson Mohr – No. The motion was approved (6-1-0).

Chairperson Mohr asked if there was anything more the Commission had to do related to this topic as he did not believe there was. Staff stated there were not. Ms. Smith noted that the annexation petition would go before the City Council on March 28th as this is the intent of the petitioner. The preliminary plan will also go before the City Council for approval on March 28th.

DRAFT

REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 3. Grow the Local Economy
-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3d. Expanded retail businesses
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: QuikTrip Corporation is requesting approval of a Site Plan for a Vehicle Fueling Station in the B-1 (General Commercial) District, for the property located west of I-55 and south of West Market Street, in McLean County, Illinois, Consisting of 80 Acres More or Less (a/k/a QuikTrip-Thompson Addition) to the City of Bloomington, McLean County, Illinois

The approval of this request is contingent upon the approval of the annexation agreement, annexation petition, final plat and related public improvement plans for the subject property.

Summary of Request

1. Site plan approval for construction of a Vehicle Fueling Station. Because the property is located in the B-1 (General Commercial) zoning district, site review is subject to a legislative review process.
2. The proposed site is approximately 7.1 acres and would contain a vehicle fueling station, a convenience store, and associated parking areas.

On Wednesday, April 6, 2022, the Planning Commission held a public hearing, found the request met the standards for approval of a site plan, and voted 8-0-0 to recommend approval of the Legislative Site Plan to the City Council, with the condition that "No Overnight Parking Signs" be added to the site.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, March 21, 2022 and courtesy notices were mailed to 61 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional Property, State and Local Sales Tax.

COMMUNITY DEVELOPMENT IMPACT: The Future Land Use map shows the site as a Commercial Activity Center. Approval of the Site Plan aligns with the following goals of the Comprehensive Plan: Goal ED-1-2. Leverage community assets in attracting business. ED-4.4 Evaluate commercial land use needs in the context of changing economic trends. CF-1. Continue to provide quality public facilities and services. UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment. TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Respectfully submitted for Council consideration.

Prepared by: Jon Branham, City Planner

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/18/2022

Chris Tomerlin, Budget Manager 4/19/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/22/2022

Attachments:

- E&CD 5B Ordinance
- E&CD 5C Ordinance Exhibit B PR-01-22
- E&CD 5D Staff Report PR-01-22
- E&CD 5E Aerial Map PR-01-22
- E&CD 5F Zoning Map PR-01-22
- E&CD 5G PC DRAFT Minutes 04.6.22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SITE PLAN FOR A VEHICLE FUELING STATION IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR PROPERTY LOCATED WEST OF I-55 AND SOUTH OF WEST MARKET STREET, IN MCLEAN COUNTY, ILLINOIS, CONSISTING OF 80 ACRES MORE OR LESS (A/K/A QUIKTRIP-THOMPSON ADDITION)

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

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

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

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

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

Section 1. The above recitals are hereby incorporated into this Ordinance.

Section 2. The City Council adopts the findings of fact for the Site Plan Review as recommended by the Planning Commission.

Section 3. The City Council hereby approves the Site Plan for a vehicle fueling station, subject to the addition of "No Overnight Parking Signs", for property located on a tract of land being part of Lots 1-5, 9- 10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004), legally described in Exhibit "A" and depicted in Exhibit(s) "B".

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

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

Section 6. This ordinance shall be effective after and upon: (1) approval of an annexation agreement covering the property; (2) approval of an ordinance annexing the

property; (3) approval of a final plat covering the property; and (4) immediately after the date of its publication as required by law and to take place only upon approval of the annexation agreement, property annexation and final plat.

Section 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of April 2022.

APPROVED this_____day of April 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT “A”

Lot 1

A Tract of land being part of Lot 1 of C. A. Nafziger’s Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street “A”; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street “A” a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street "A" North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to theleft having a radius of 1050.00 feet and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point being the point of beginning of the tract being described; thence North 00 degrees 47 minutes 03 seconds West a distance of 254.27 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence leaving JC Parkway South 74 degrees 12 minutes 47 seconds East along said West Market Street a distance of 269.82 feet to a point; thence leaving the South right of way line of said West Market Street South 11 degrees 48 minutes 15 seconds West a distance of 206.25 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 38.33 feet to a point; thence South 11 degrees 48 minutes 12 seconds West a distance of 23.16 feet to a point; thence North 78 degrees 11 minutes 45 seconds West a distance of 175.42 feet to the point of beginning and containing 1.30 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

Lot 2

A Tract of land being part of Lots 4,5,6 and 7 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert’s Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord bearing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a

distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street "A'' and being the point of beginning of the tract being described; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street "A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence leaving said Public Street “A” North 11 degrees 58 minutes 23 seconds East along the East line of JC Parkway a distance of 108.40 feet to a point of curve; thence along a curve to the left having a radius of 1050 and arc length of 233.79 feet the chord bearing and distance being North 05 degrees 35 minutes 40 seconds East 233.30 feet to a point of tangency; thence North 00 degrees 47 minutes 03 seconds West 58.36 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 175.42 feet to a point; thence North 11 degrees 48 minutes 12 seconds East a distance of 23.16 feet to a point; thence South 78 degrees 11 minutes 45 seconds East a distance of 38.23 feet to a point; thence North 11 degrees 48 minutes 15 seconds East a distance of 206.25 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9, width varies); thence South 74 degrees 12 minutes 47 seconds East along said South line 137.13 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 269.48 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 9.86 feet to a point; thence South 11 degrees 58 minutes 23 seconds West a distance of 348.61 feet to the point of beginning and containing 7.14 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

Lot 3

A Tract of land being part of Lots 1-4 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence along a curve to the Left having a radius of 883.94 feet an arc length of 202.81 feet the chord bearing and distance being North 71 degrees 03 minutes 40 seconds West 202.31 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West a distance of 1078.25 feet to a point of curve; thence along a curve to the Right having a radius of 30.00 feet the arc length being 47.12 feet the chord bearing and distance being North 33 degrees 01 minutes 37 seconds West 42.43 feet to a point of tangency; thence North 11 degrees 58 minutes 23 seconds East a distance of 235.00 feet to a point; thence leaving the Bloomington Heights Road South 78 degrees 01 minutes 37 seconds East along the south line of Market Street (AKA US 150 and State Highway 9 width varies) a distance of 785.04 feet to a point; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet; thence South 00 degrees 08 minutes 05 seconds East a distance of 250.10 feet to the place of beginning and containing 7.55 acres more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.

Out Lot “A”

A Tract of land being part of Lots 5 and 6 of C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third ' Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence along a curve to the Left having a radius of 703.94 feet having an arc of 175.29 feet the chord earing and distance being North 70 degrees 53 minutes 37 seconds West 174.83 feet to a point of tangency; thence North 78 degrees 01 minutes 37 seconds West 1,228.41 feet to a point on the west right of way line of Wylie Drive (width varies) thence South 11 degrees 58 minutes 23 seconds West a distance of 248.09 feet to the point where the west line of Wylie Drive intersects the North line of Public Street “A”; thence North 78 degrees 01 minutes 37 seconds West along the North line of Public Street “A" a distance of 560.95 feet to a point being in the East line of JC Parkway (100 feet wide); thence North 78 degrees 01 minutes 37 seconds West a distance of 100.00 feet to a point on the West right of way line of JC Parkway and being the point of beginning of the tract being described; thence continuing along Public Street “A” North 78 degrees 01 minutes 37 seconds West a distance of 118.43 feet to a point on the line common to Range 1 and Range 2 East of the Third principal Meridian; thence leaving said Public Street "A" North 00 degrees 58 minutes 07 seconds West along said Range Line a distance of 680.85 feet to a point on the South line of West Market Street (aka US 150 & State Highway 9 width varies); thence South 74 degrees 12 minutes 47 seconds East a distance of 172.24 feet to a point; thence leaving said South line South 00 degrees 47 minutes 03 seconds East along the West line of JC Parkway a distance of 342.38 feet to a point of curve; thence along a curve to the Right having a radius of 950.00 feet, arc of 211.52 feet and the chord bearing and distance of South 05 degrees 35 minutes 40 seconds West 211.08 feet to a point of tangency; thence South 11 degrees 58 minutes 23 seconds West a distance of 108.40 feet to the point of beginning and containing 2.41 acres

Subject to easements, restrictions, reservations and covenants of record, if any.

Out Lot “B”

A Tract of land being part of Lots 1-2 of C. A. Nafziger's Subdivision being part of Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Commencing at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way North 24 degrees 05 minutes 50 seconds East a distance of 130.08 feet to the North Right of way line of Bloomington Heights road (130 feet wide) and being the point of beginning of the tract being described; thence North 00 degrees 08 minutes 05 seconds West a distance of 250.10 feet to a point on the south line of West Market Street (aka US 150 & State Street 9 width varies); thence South 54 degrees 29 minutes 58 seconds East a distance of 124.06 feet to a point; thence south 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence leaving said right of way South 38 degrees 51 minutes 31 seconds West a distance

of 65.95 to a point on the North right of way of Bloomington Heights road as previously mentioned; thence along a curve to the Left having a radius of 833.94 feet an arc length of 228.02 feet the chord bearing and distance being North 56 degrees 15 minutes 40 seconds West 227.31 feet to the point of beginning and containing 43,167 square feet or 0.99 acres.

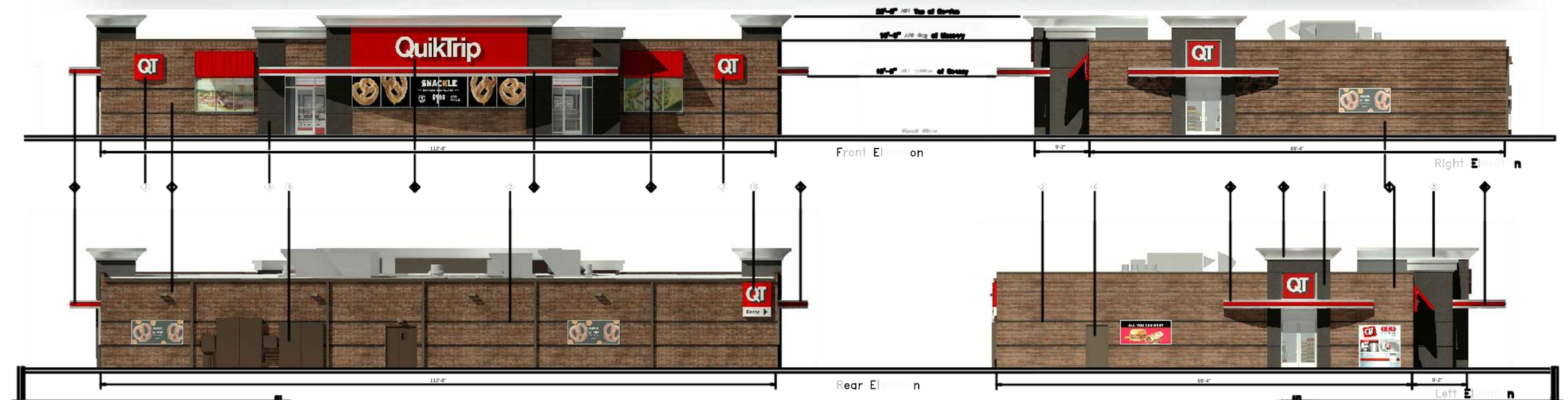
Subject to easements, restrictions, reservations and covenants of record, if any.

Lot 4

A Tract of land being part of Lots 3-4, 9-10 and 21-23 and All Lots 11-16 of C. A.Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records, a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Section line North 00 degrees 58 minutes 07 seconds West a distance of 1381.23 feet to a point in the Southern right of way line Public Street "A"; thence leaving the West line of Section 6 South 78 degrees 01 minutes 37 seconds East along the South line of said Public Street "A" (100 feet wide) a distance of 756.40 feet to a point on the West line of Wylie Drive (100 feet wide); thence leaving said Public Street "A" South 11 degrees 58 minutes 23 seconds West along the said West Line of Wylie Drive a distance of 76.25 feet to a point; thence leaving said West line South 78 degrees 01 minutes 37 seconds East a distance of 100 feet to a point on the East line of said Wylie Drive; thence North 11 degrees 58 minutes 23 seconds East along the East line a distance of 399.34 feet to a point; thence leaving the West line of said Drive North 56 degrees 58 minutes 23 seconds East a distance of 35.36 feet to a point on the South line of Bloomington Heights Road (130 feet wide); thence South 78 degrees 01 minutes 37 seconds East along said Bloomington Heights Road a distance of 1103.41 feet to a point of curve; thence along a curve to the right having a radius of 703.94 feet an arc distance of 175.29 feet and a chord bearing and distance of South 70 degrees 53 minute 37 seconds East a distance of 174.83 feet to the point of beginning and containing 59.51 Acres, more or less.

EXHIBIT B



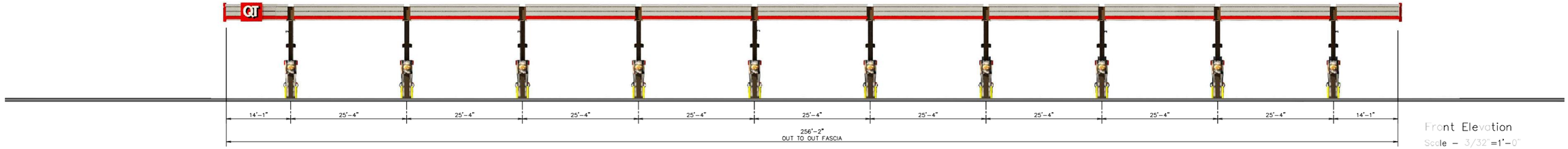
QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
7193	RTC - Building Elevations	Market Street & Wylie Drive	Bloomington, IL

Sheet #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
89-7193 - RTC	1/8"=1'-0"	'02-10-22	GK	

#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]
10	[illegible]	[illegible]	[illegible]



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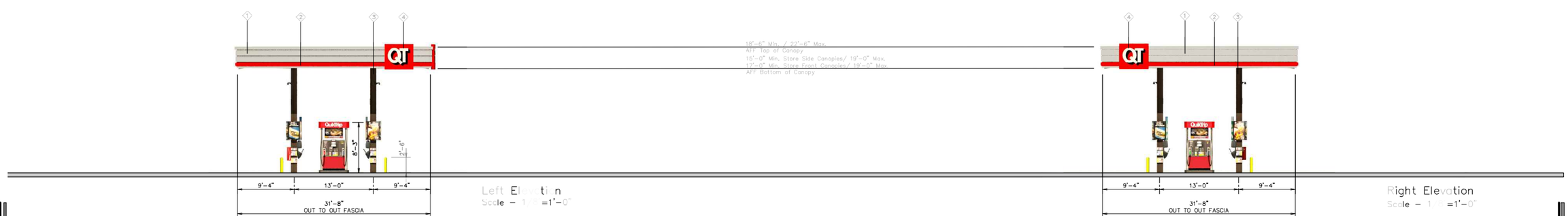

Left Elevation
Scale – 1/8"=1'-0"

Right Elevation
Scale – 1/8"=1'-0"

QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Vertical 10 Auto Canopy Elevations	Address:	Market Street & Wylie Drive	City, State:	Bloomington, IL
Series # 89-7193 - GV10	Scale: AS NOTED	Issue Date: 02-10-22	Drawn By: GK	Rev/Notes:	

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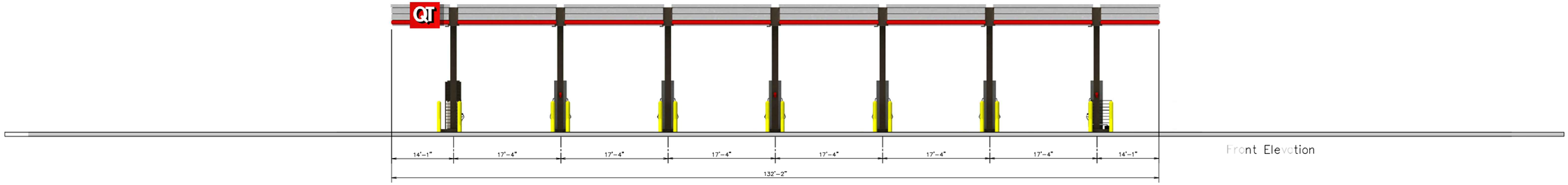
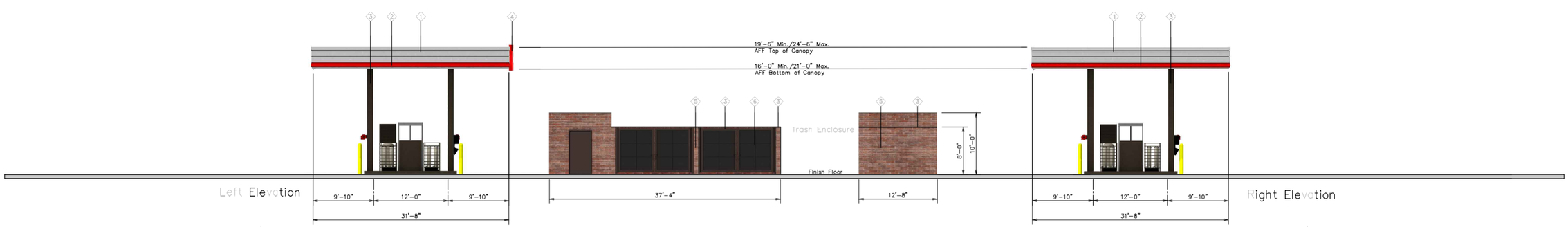
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	DC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH



Front Elevation



Left Elevation

Right Elevation

QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #		Address:	City, State:
7193	6 Bay Diesel Canopy	Market Street & Wylie Drive	Bloomington, IL

Sheet #	Scale:	Issue Date:	Drawn By:	Rev/Notes:
89-7193 - DV06	1/8"=1'-0"	02-10-22	GK	

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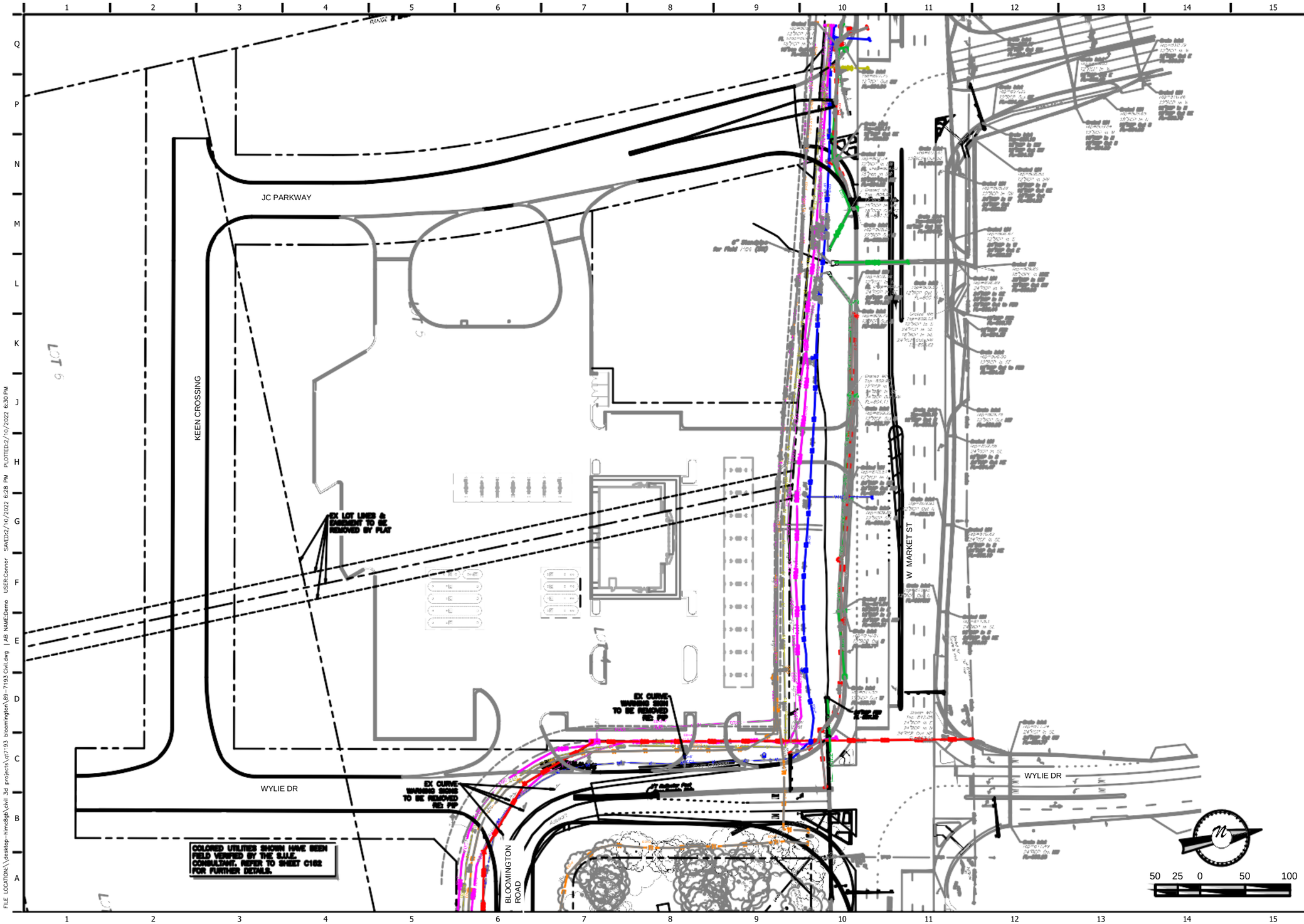
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	DUS POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	SW BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	DC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH



PROJECT NO.:89-7193

Midwest Design Group
Kansas City

PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 7193

W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROTOTYPE: P-108
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 02/10/2022

SHEET TITLE:
DEMOLITION PLAN

SHEET NUMBER:
C030

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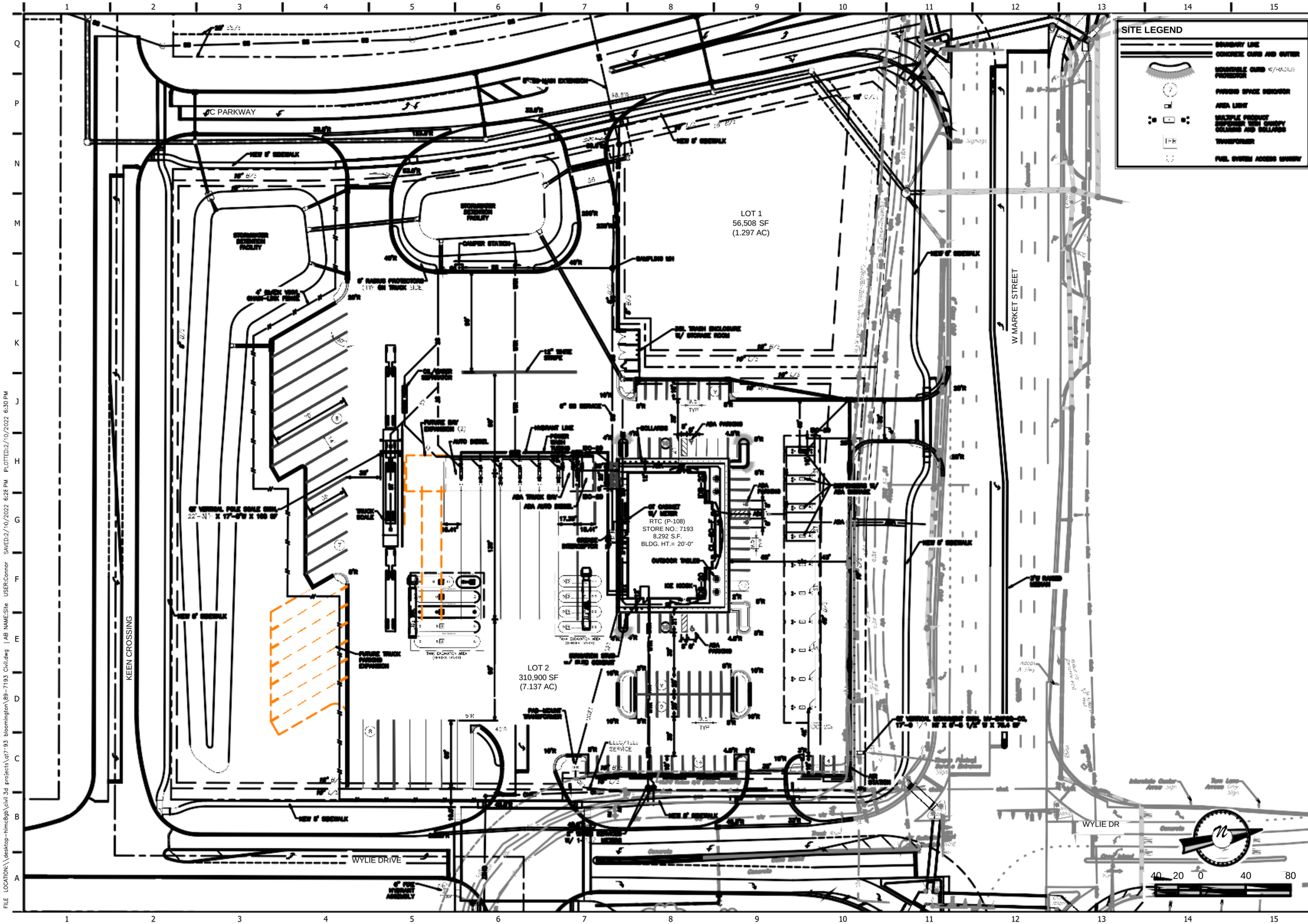

PROJECT NO.:89-7193

Midwest Design Group
Kansas City

PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 7193

W MARKET ST & BLOOMINGTON HEIGHTS RD
BLOOMINGTON, ILLINOIS

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PROJECT NO.: 7193
DIVISION: 89
VERSION: 001
DESIGNED BY: DRT
DRAWN BY: CBT
REVIEWED BY: JKL

NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 02/10/2022

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C100

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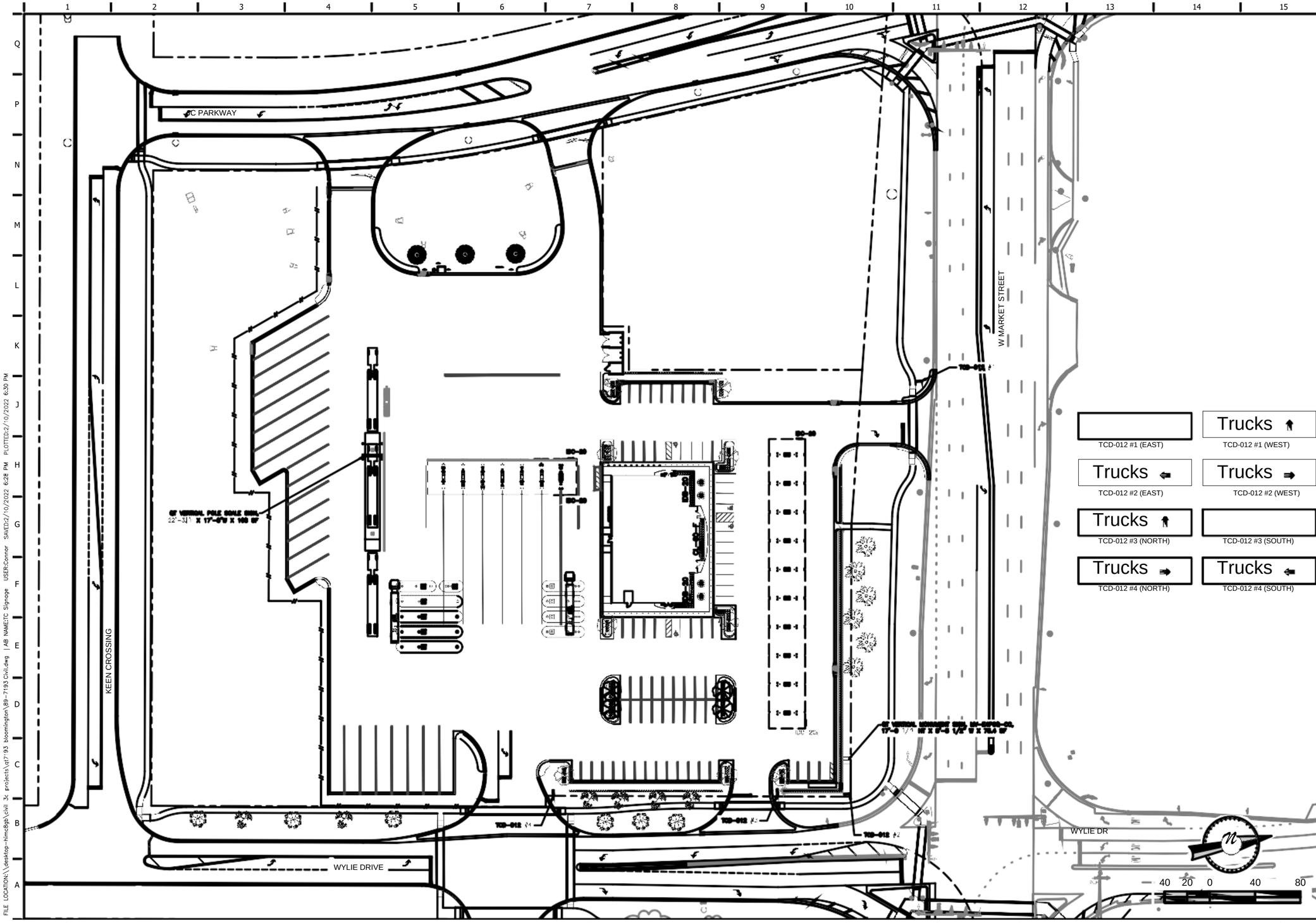

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PROTOTYPE: P-108
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 02/10/2022

SHEET TITLE:
SIGNAGE PLAN

SHEET NUMBER:
C101

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PROJECT NO.:89-7193

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Kansas City

PO Box 860015
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PROTOTYPE: P-108
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 02/10/2022

SHEET TITLE:
GRADING PLAN

SHEET NUMBER:
C110

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PROJECT NO.:89-7193

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PROTOTYPE: 0-128
DIVISION: 89
VERSION: 001
DESIGNED BY: DKH
DRAWN BY: CSH
REVIEWED BY: JAL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 02/10/2022

SHEET TITLE:
PRELIMINARY STORM PLAN

SHEET NUMBER:
C120

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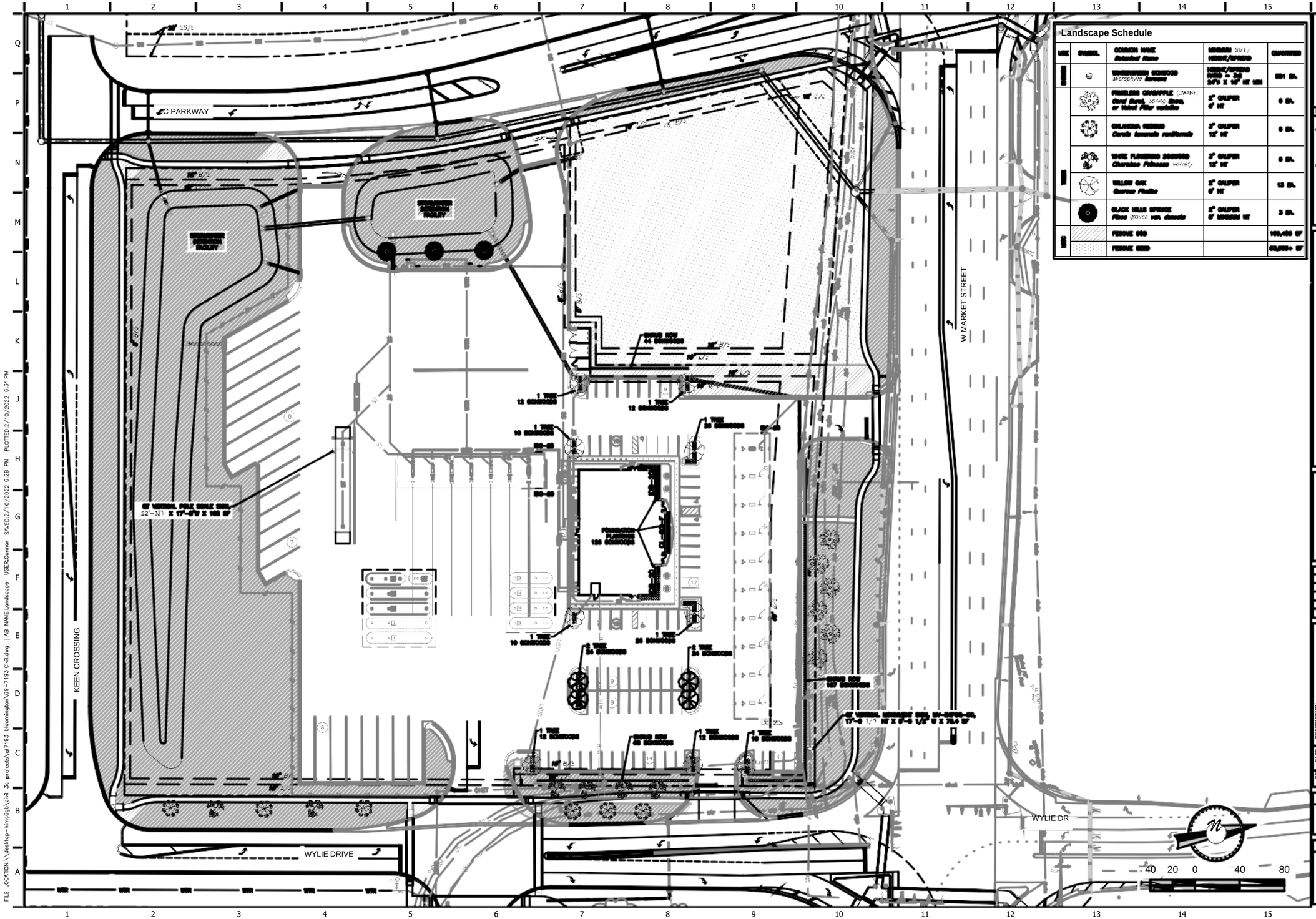

Landscape Schedule

USE	SYMBOL	COMMON NAME / Botanical Name	MINIMUM SIZE / HEIGHT/SPREAD	QUANTITIES
[illegible]	[illegible]	[illegible] / Juniperus Sabina	[illegible] / 24"H X 18" HT MIN	591 EA.
[illegible]	[illegible]	FRANKLIN CRABAPPLE / Malus Franklin, Malus Jeffersoni, or Malus Filius robusta	2" CALIPER / 8' HT	6 EA.
[illegible]	[illegible]	GLEDITSIA HERITAGE / Gleditsia triacanthos inermis	2" CALIPER / 12' HT	6 EA.
[illegible]	[illegible]	WHITE FLOWERING DOGWOOD / Cornus florida var. rubra	2" CALIPER / 12' HT	6 EA.
[illegible]	[illegible]	WILLOW OAK / Quercus Phellos	2" CALIPER / 8' HT	13 EA.
[illegible]	[illegible]	BLACK HILLS SPRUCE / Picea glauca var. densata	2" CALIPER / 8' MINIMUM HT	3 EA.
[illegible]	[illegible]	FESCUE SOD		100,400 SF
[illegible]	[illegible]	FESCUE SEED		63,000+ SF

PROJECT NO.:89-7193

Midwest Design Group
Kansas City

PO Box 860015
Shawnee, KS 66286-0015
P 913.248.9385

QuikTrip No. 7193

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PROJECT NO.: 100
DIVISION: 89
VERSION: 001
DESIGNED BY: DRT
DRAWN BY: SBT
REVIEWED BY: JKL

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 02/10/2022

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L100

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PLANNING COMMISSION

TO:	Planning Commission
FROM:	Economic & Community Development Department
DATE:	April 6, 2022
CASE NO:	PR-01-22, Site Plan Review
REQUEST:	Public hearing, review and action on a request by John Pratt, Attorney, on behalf of QuikTrip Corporation, for Legislative Site Plan Review, with potential Variances, for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois.

BACKGROUND

Petitioners' request:
The petitioner is requesting a legislative site plan review, to develop a vehicle fueling station facility on the subject property. The proposed store structure is 8,292 square feet in size. The approval of these requests must be contingent on approval of the property annexation, rezoning, and related subdivision plats.

Property Characteristics:
The subject properties consist of roughly eight acres of land located in the western region of Bloomington. The property is currently vacant. The property is located off W Market St near Wylie Dr. The surrounding properties are zoned commercial, as well as agricultural and manufacturing. The surrounding uses vary from commercial to residential.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, February 14, 2022. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property for the March meeting of the Planning Commission.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	B-1(General Commercial)	Bank, Restaurants, Retail, Hotel
South	A-(Agricultural, County) & M-1 (Restricted Manufacturing, County)	Single-Family Residential, Transfer Station
East	A-(Agricultural, County) & C-(Commercial, County)	Single-Family Residential, Vacant, I-55 Interchange
West	M-1 (Restricted Manufacturing, County)	Vacant

ANALYSIS

Compliance with the Comprehensive Plan
The subject property is identified as Tier 2-Infill Redevelopment Priority. The Future Land Use map shows the site as a Commercial Activity Center. Approval of the Site Plan algins with the following goals of the Comprehensive Plan:

- Goal ED-1-2. Leverage community assets in attracting business.
- ED-4.4 Evaluate commercial land use needs in the context of changing economic trends.
- CF-1. Continue to provide quality public facilities and services
- UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment
- TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Use
The development aligns with the City's definition of a vehicle fueling center and not that of a truck stop. Per City Code, a truck stop is intended to provide services to the trucking industry with the following services provided: repair shops, automated washes, restaurants, and motels all as part of the facility. This development will not be providing any of the aforementioned services. This development will include fueling and a convenience store.

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review
The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan.

Standards for Consideration of Site Plan Review

Standard	**Discussion**	**Finding**
The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.	The proposed development is not incompatible with the existing development in the area. The layout of the building on the site and location of the parking lot and driveway are consistent with the existing developments on surrounding properties. The building meets all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. The landscaping indicated meets the code requirements for landscaping.	The standard is met.
The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.	The proposed use will not have any adverse impacts on the development of adjoining land. The use is permitted within the zoning and is compatible with the uses of the surrounding properties. The building and parking lot landscaping comply with code requirements. The trash enclosure is fully screened as city code requires.	The standard is met.

Standards for Consideration of Site Plan Review (Continued)

Standard	Discussion	Finding
The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.	The site is accessible by and directly situated on W Market St. Additional public streets are being created as a part of this development and will provide access to this development.	The standard is met.
The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.	The surrounding properties are all zoned commercial, agricultural and manufacturing. Uses range from various commercial to residential. The activities occurring at the proposed development would be complementary to the existing uses.	The standard is met.

STAFF RECOMMENDATION

The approval of this request is contingent on approval of the property annexation, rezoning, and related subdivision plats.

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

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

2. Motion to recommend that City Council approve a Site Plan for a Vehicle Fueling Station in the B-1 (General Commercial) District for the property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PIN: 21-06-102-003 and 21-06-102-004). (Ward 7)

Respectfully submitted,

Jon Branham
City Planner

Attachments:
- Draft ordinance
- Site Plan
- Aerial map
- Zoning map
- Neighborhood notice and map

3/21/2022

Case PR-01-22 Aerial Map

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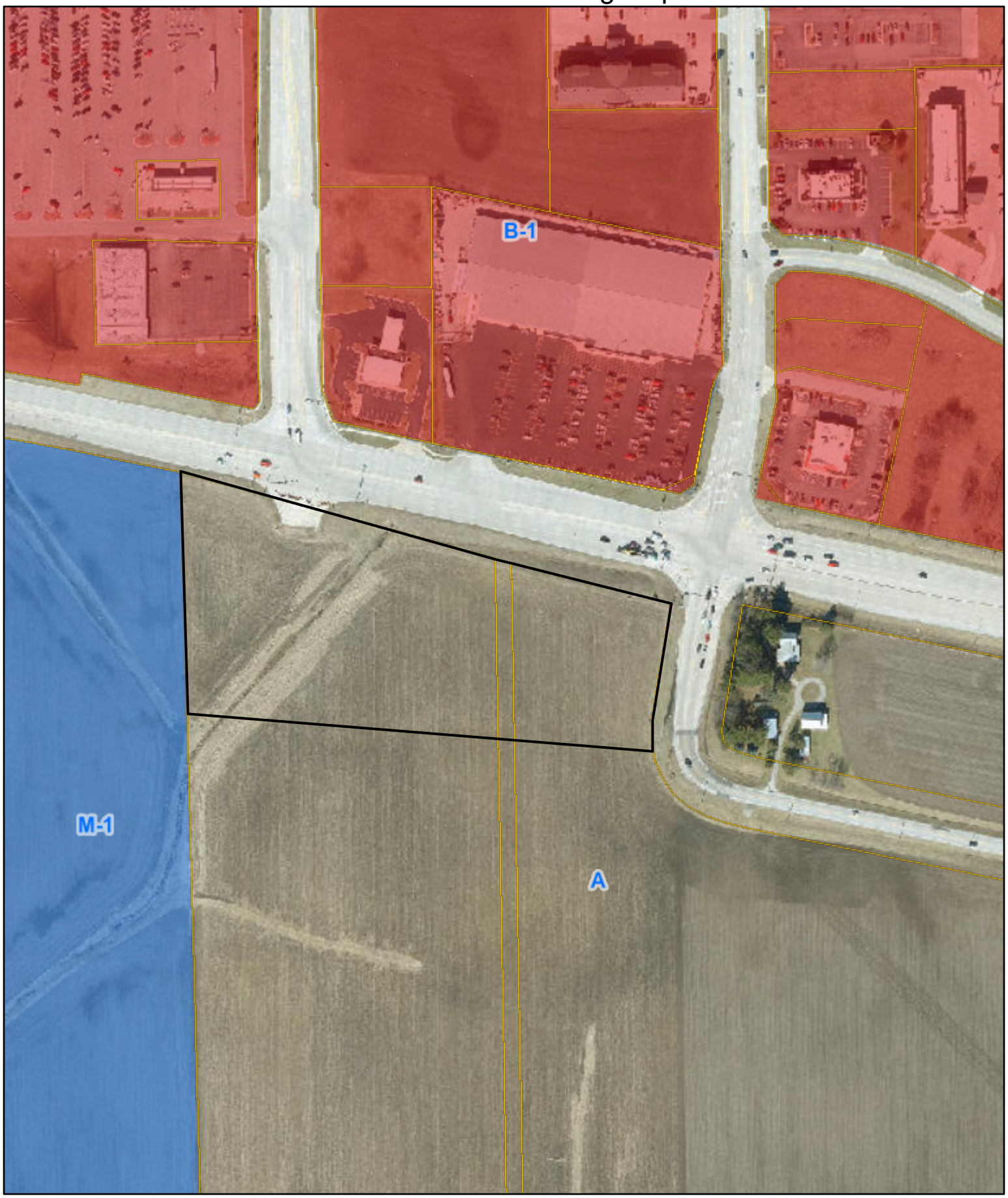
1 inch = 300 feet

McGIS

3/21/2022

Case PR-01-22 Zoning Map



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0 0.06 0.12
mi
1 inch = 300 feet

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A. PR-01-22 Public hearing, review and action on a request by John Pratt, Attorney, on behalf of QuikTrip Corporation, for Legislative Site Plan Review, with potential Variances, for property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PINs: 21-06-102 003 and 21-06-102-004).

City Staff Jon Branham presented the staff report, with a recommendation for approval.

Mr. Boyd asked if sidewalks were included as part of this project and for staff to indicate them on the site plan. Mr. Branham indicated they are a part of the project and indicated where they are located on the site plan.

The petitioner, John Pratt (attorney for QuikTrip), 217 E Washington St, Bloomington IL introduced himself and Ms. Gwen Keen.

Mr. Pratt thanked the Commission for hearing the case this evening, and for their attentiveness and consideration during the last meeting. He emphasized how much planning has occurred for the subject property and project, including Illinois Department of Transportation and City staff.

Mr. Pratt emphasized that no variances were requested because they worked diligently with City staff to ensure everything met the Code and is compatible with the Comprehensive Plan. He noted that the one adjacent residence is owned by QuikTrip at this time, and residences to the south are buffered by a large agricultural area. He also highlighted that QuikTrip is adding public sewer, improving streets, sidewalks, and pedestrian crossings.

Gwen Keen - 2255 Bluestone, St. Charles, MO. Ms. Keen echoed Mr. Pratt's comments and noted her appreciation for the feedback from staff and the community. She stated QuikTrip has now officially purchased the property and is looking forward to being part of the community. She apologized to the community for the litter issue brought up during the last meeting. She stated she drove by the property after last month's meeting and noted that trash had begun to accumulate. She said they are now partnering with Bloomington Apostolic Church to maintain the site.

Steve Stallard - 122 Bloomington Heights Road. Mr. Stallard stated he had concerns about overnight truck parking. He also expressed his concern regarding buffering. He expressed his concern for how busy the lot could be during the winter when the roads were not safe to travel. He was concerned the site plan changed since the last meeting.

Ms. Keen clarified that the site plan has not changed since the last meeting. She stated they have no intent to allow overnight parking. She stated they do need to have truck parking on site for customers, but the number is significantly less than similar businesses in the area. She stated employees would be responsible for monitoring. She highlighted how the property will be fully landscaped and areas most adjacent to the neighborhoods will be fenced and landscaped.

Denise Balagna – 2020 Interurban Road. Ms. Balagna stated that she did not receive a meeting notification. She had questions regarding color lines identified on the site plan. She also inquired about the camper station and power wash tubing identified on the site plan. She also wanted to know how trucks will utilize the facility. She inquired about a timeline for the project and when sidewalks would be added.

Mr. Wetterow responded that the lines are utility lines.

Chair Mohr asked staff or the petitioner to address the questions regarding traffic flow.

Ms. Keen stated access from Market Street has been designed as a right-in,-right-out for smaller vehicles. She said truck circulation should use the signals which encourages them to go onto JC Parkway and Wylie Drive as they are signaled. She stated a camper station is tied in directly with sanitary sewer line so RVs can dump, if needed. She stated power washer tubing is used to clean the property. She stated a new signal at Wylie Drive and Bloomington Heights Road was not warranted, per the traffic study.

Shannon Ramirez - 2020 Interurban Road. Ms. Ramirez stated that she did not believe this area needs another fueling station or additional convenience store. She stated she would like to see signage indicating limited parking times allowed for trucks. She inquired about stormwater detention. She had questions related to a proposed highway sign and if a variance would be required. She requested that 10 additional evergreen plantings be added along the south edge of the property to increase buffering.

Ms. Keen agreed to add evergreen plantings but stated it would have to work in conjunction with the detention system.

Beverly Bell – 105 N Adelaide St., Normal, IL. Ms. Bell expressed her extreme frustration with the process and feels that the public has not been provided answers to many of the questions asked. She requested a wall be installed to screen the property from neighboring properties, and that the soil be adequately graded to prevent flooding on the adjacent properties. She asked for a lake pond to be created so that the water will gather in it, in order to be treated because she has concerns regarding potential contamination from the fuel from QuikTrip.

Chair Mohr asked the speaker to limit comments to the site plan and to not address the petitioner directly.

Ms. Keen thanked the Commission for their time and diligence and noted that the reports provided state that QuikTrip has met all of the requirements and complied with all of the provisions. She stated the site plan has not changed since it was presented at the last meeting.

Robert Blessing - 114 Constantine St. Mr. Blessing stated he is concerned about the value of his home no that it is directly adjacent to a truck stop. He inquired how long the trucks would be permitted to park in the parking area and he inquired about the maintenance of Bloomington Heights Road.

Ms. Keen noted that while it was not included in the packet from the last meeting, the site plan was reviewed during her presentation.

Chair Mohr noted that previous presentations at the last meeting indicated that employees would be responsible for monitoring the site and parking issues and asked for clarification on the maintenance of Bloomington Heights Road.

Craig Shonkwiler, City Engineer stated there was a 2004 jurisdictional transfer of Bloomington Heights Road from the County to the City. He stated the City is responsible for the maintenance of the road.

Chair Mohr closed the public hearing.

There was no discussion by the Commission.

A motion to establish findings of fact that the subject property meets the legislative site plan criteria in Chapter 44.17-9 of the City Code was made by Mr. Boyd and seconded by Mr. Kreiger. Roll call vote: Mr. Boyd – Yes, Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes Chairperson Mohr – Yes. (8-0) Motion passed.

A motion to recommend that City Council approve a Site Plan for a Vehicle Fueling Station in the B-1 (General Commercial) District for the property located on a tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois (PIN: 21-06-102-003 and 21-06-102-004) was made by Mr. Boyd with additional consideration that Council makes a recommendation for "No Overnight Parking" signs, seconded by Ms. Patino.

Mr. Galpalli recommended amending the motion to require a sign limiting parking to a certain number of hours, rather than overnight. Seconded by Mr. Muehleck.

Discussion: Mr. Boyd would rather not put a certain number of hours' time-limit sign, but to recommend Council consider a sign after working with staff.

Vote on amendment to original motion. Roll call vote: Mr. Boyd – No, Mr. Krieger - No, Mr. Muehleck - Yes, Mr. Danenberger – No, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – No Chairperson Mohr – No. (3-5). The amended motion did not pass.

Chairperson Mohr brought the original motion back before the Commission for a vote. Roll call vote: Mr. Boyd – Yes, Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger – Yes, Mr. Muncy Mr. Galpalli – Yes, Ms. Patino – Yes, Chairperson Mohr – Yes. (8-0) The original motion passed.

REGULAR AGENDA ITEM NO. 9.E

FOR COUNCIL: April 25, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Ordinance and Agreement be approved.

STRATEGIC PLAN LINK:
-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3c. Revitalization of older commercial homes
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: Toastman Group II, Inc will be the owning entity for the development known as "Egg Republic" located at 511 Chancellor Drive. The project includes the redevelopment of an existing restaurant building into a breakfast and lunch restaurant. The approximately 4,500 square foot building has been vacant since 2018 when it was last occupied by a restaurant. Egg Republic plans to operate seven (7) days per week from 7:00 a.m. to 3:00 p.m. The business anticipates creating 25 new jobs: 15 full-time and 10 part-time employees. The project proposes interior and exterior building renovations and site improvements, including ceilings, kitchen, walk-in coolers, parking, landscaping, HVAC, exterior walls, and landscaping.

Toastman Group II, Inc has already signed a five (5) year lease for the property and is expected to invest $792,500 into the property. This will revitalize a vacant building located near a key commercial corridor. The owners of Toastman Group II, Inc have 12 years of restaurant experience. The owners have successfully opened and continue to operate another restaurant, Jack's Café, in Leroy, IL.

To make the project financially feasible and thus start reconstruction of Egg Republic, Toastman Group II, Inc is requesting financial assistance in the form of a Municipal Sales Tax and Food and Beverage Tax Reimbursement Incentive. Throughout the reimbursement period, fifty percent (50%) of the Municipal Sales Tax and Food and Beverage Tax generated by the property will be reimbursed to Toastman Group II, Inc over a five (5) year period with the other fifty percent (50%) going to the City. At the end of the reimbursement period, the City will begin to collect the full amount of the Municipal Sales Tax and Food and Beverage Tax generated by Egg Republic.

Staff believe the proposed incentive package is worthy of consideration by the Council. But for the proposed incentives, this development would not take place. As a small, regional business with a successful history, the offer of incentives to Toastman Group II, Inc will ensure its financial viability for years to come.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: According to Peckham Guyton Albers & Viets, Inc. (PGAV), which conducted a full financial analysis of the development project in question, this incentive is necessary to make the project financially viable. As proposed, this arrangement serves to strengthen the project's financial position by filling the identified financial gap.

As structured, the proposed Municipal Sales Tax Reimbursement agreement protects the City by guaranteeing that it will collect fifty percent (50%) of the Municipal Sales Tax generated by the project over the agreement, and then one hundred percent (100%) after the fulfillment of the agreement.

As structured, the proposed agreement will be fulfilled (i) once the total reimbursement equals 20% of the total project cost, $158,500, or (ii) August 31, 2027, whichever comes first.

Egg Republic has agreed to and signed a lease for the approximately 4,496 square feet building located at the proposed redevelopment for a minimum of five (5) years. Per the terms of the agreement, Egg Republic agrees to redevelop the building and commence operation on or before August 31, 2022. Egg Republic expects to create 25 new jobs: 15 full-time and 10 part-time positions through the term of the agreement.

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan Goals: ED-4 Enhance the image of Bloomington as a business friendly community. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. ED-4.5 Identify and reduce barriers for local growth and economic development.

Respectfully submitted for Council consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

Reviewed by:

Melissa Hon, Economic and Community Development Director 4/18/2022

Chris Tomerlin, Budget Manager 4/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/19/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- E&CD 7B Ordinance_Egg Republic
- E&CD 7C Egg Republic Economic Incentive Agreement_Signed

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND TOASTMAN GROUP II, INC (EGG REPUBLIC – 511 CHANCELLOR DRIVE)

WHEREAS, the City of Bloomington, McLean County, Illinois (the "City"), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts and provide new job opportunities for its citizens; and,

WHEREAS, Toastman Group II, Inc, an Illinois incorporated business, (the "Developer") has entered into a lease agreement for the parcel of land near the corner of Castelton drive and Chancellor Drive within the corporate boundaries of the City, consisting of generally .93 acres located at 511 Chancellor Drive (the "Subject Property"); and,

WHEREAS, on February 23, 2022, the Developer leased the Subject Property with the intent to redevelop and existing building and operate a breakfast and lunch restaurant doing business as "Egg Republic" (the "Project"); and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to support the Project as set forth in the attached Development Agreement.

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

Section 1. That the Development Agreement by and between the City of Bloomington, McLean County, Illinois and Toastman Group II, Inc attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

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

Section 6. This ordinance shall be effective immediately after the date of its publication as required by law.

PASSED this 25th day of April 2022.

APPROVED this _____ day of April 2022.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
Toastman Group II, Inc

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this ____ day of April 2022, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "*City*"), and Toastman Group II, Inc., doing business as Egg Republic (the "*Developer*").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the "*Corporate Authorities*") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating

buildings and/or deteriorating common areas; which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the City has determined that the area located in the vicinity of S. Hershey Rd and Illinois State Route 9, is an important commercial center of the City and its appearance and operations are essential to the business strength of the City; and,

WHEREAS, the Developer has entered into a lease agreement for a term of no less than five (5) years for the property located at 511 Chancellor Drive, Bloomington, Illinois (the "*Subject Property*") and has approached the City with a proposal to redevelop the Subject Property, which has been vacant for several years for the purpose of redeveloping the building into a breakfast and lunch restaurant (the *"Business");* and,

WHEREAS, the Developer has advised the City that in order to proceed to redevelop the Subject Property, it shall be required to undertake substantial improvements thereto (the "*Project*"), thereby incurring extraordinary costs and has requested financial assistance from the City due to such extraordinary costs; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake the Project on the part of the Developer and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Obligations of the Developer.

A. On or before May 31, 2022 the Developer covenants and agrees to deliver to the City an executed lease for the Subject Property for a term of no less than five (5) years.

B. On or before June 30, 2022 the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before August 31, 2022.

C. The Developer covenants and agrees to renovate the Subject Property in order to open the Business, to be called Egg Republic, on or before August 31, 2022, unless delayed by Force Majeure as described in Section 6 and further covenants and agrees to continue to operate for a period not less than five (5) years.

D. Developer covenants that an investment of approximately $792,500.00 shall be made to renovate the Project and commence operation of the Business.

E. Developer covenants and agrees, throughout the term of this Agreement to maintain the Subject Property and operate the Business in conformance with all applicable City Codes and laws of the State of Illinois.

F. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. (the "*Prevailing Wage Act*"), if and to the extent the Developer's receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City to Reimburse the Developer.

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtaining a certificate of occupancy for the Business on or before August 31, 2022, the City hereby covenants and agrees to annually reimburse the Developer in amounts equal to fifty percent (50%) of the Municipal Sales Tax revenue and fifty percent (50%) of the Food & Beverage Tax revenue (together known as the "*Tax Revenue*") generated by the project and collected by the Illinois Department of Revenue from "Egg Republic" over a period not to exceed (i) $158,500 or (ii) 5 years, whichever comes sooner. The first rebate being March 31, 2023, for Tax Revenue for the 2022 calendar year. It is understood and agreed that the sales taxes to be rebated shall include Municipal Use and Occupation Taxes distributed to the City by the Illinois Department of Revenue pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "Municipal Sales Tax") and the sales taxes remitted by the Developer directly to the City (Prepared Food & Beverage Tax and Package Liquor Tax) (the "Food and Beverage Tax"). The rebate to the Developer on or before March 31, 2023, shall include Tax Revenue generated by the Business and distributed to the City for calendar year 2022.

B. In no event shall the taxes generated by any other restaurant operated by the Developer or transferred to the City from any other Illinois Business Tax number be included when calculating the Tax Revenue.

C. The first payment shall be made to the Developer on or before March 31, 2023 and annually on or before March 31st each year thereafter of Tax Revenue distributed to the City for the prior calendar year until the first to occur (i) the Developer has received a total of $158,500; or (ii) the Developer has received the Tax Revenue accrued for the period ending August 31, 2027, payable March 31, 2028.

D. In the event the Developer ceases to operate the Business at the Subject Property at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a Force Majeure, the Developer covenants and agrees to repay the City for amounts paid by the City under the terms of this Agreement according to the following schedule:

Year of Termination of Operations	**Percentage of Prior Amounts Received by Developer to be Repaid to City**
2022	100%
2023	100%
2024	80%
2025	60%
2026	40%
2027	20%

E. The City shall treat this Agreement as an agreement to share or rebate occupation taxes and shall timely comply with the reporting requirements of 65 ILCS § 5/8-11-21.

Section 4. Term.

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence on May 31, 2022 and shall run until the first to occur of (i) the Developer receiving total payments from the City in the amount of $158,500, or (ii) March 31, 2028.

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 8. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer, or one of its subcontractors, agents, or employees). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 10. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer: ALL ABOUT CO [redacted]
FRANKLIN PARK IL 60131 [redacted]

[redacted]

With a copy to: _____
_____
_____

To the City: Tim Gleason, City Manager
City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61701

With copies to: Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 12. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 15. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the

Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent

permitted by law and enforceable under applicable federal bankruptcy laws. At such time, repayment by the Developer of funds issued by the City as outlined in Section 3(D) shall commence. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had

against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

(g) This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising therefrom shall be litigated in McLean County, Illinois, the county wherein the Subject Property is located.

Section 16. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 17. Freedom of Information Act.

This Agreement is subject to the Freedom of Information Act (FOIA).

Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at _____, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: _____
Mayor

Attest:

_____
City Clerk

Toastman Group II, Inc an Illinois Incorporated Business

By: [redacted] _____
President

Attest: [redacted]

_____
Secretary

REGULAR AGENDA ITEM NO. 9.F

FOR COUNCIL: April 25, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Contract be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Contract with Donohue & Associates for Systemwide Potable Water Distribution Improvements Preliminary Design, in the amount of $1,497,400.

The proposed contract includes the following:

- Preliminary design of piping upgrades
- Additional ground level and elevated water storage tanks
- Upgraded facility requirements
- Financial strategy
- Property purchase evaluations
- IEPA facility plan preparation and loan administration for a pumping facility to replace both the Division Street and Enterprise Pump Stations
- Address other aging and problematic infrastructure associated with these pump stations

On January 13, 2020, City Council approved a contract with Donohue & Associates for the Division and Enterprise Pump Station Planning Study. The scope of this study was a single, combined pump station to replace the existing Division and Enterprise pump stations. Staff recommended this study based on early drafts of the 2019 Water Infrastructure Master Plan that City Council approved in July 2021.

On January 25, 2021, City Council approved a contract with Donohue & Associates for the First Amendment to the Division and Enterprise Pump Station Planning Study to develop and evaluate alternative locations for the distribution system improvements presented in the first phase of the planning study. In July 2021, the Division and Enterprise Pump Station Planning Study was completed with recommendations for systemwide distribution improvements to be completed in lieu of the improvements included in the original scope of the study.

The planning study concluded that:

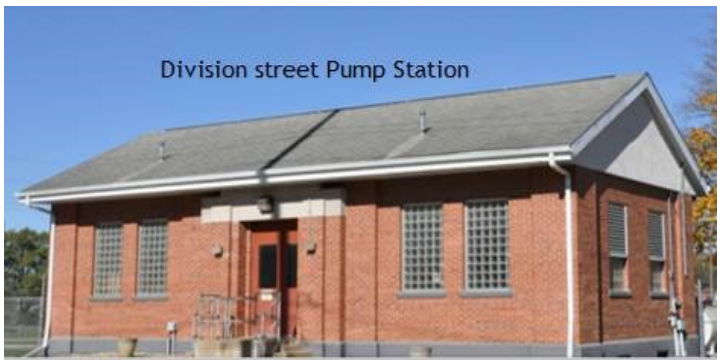
- The Division and Enterprise pump stations are located on the site of the original 1874 Bloomington Water Works which included the water supply wells;
- With City growth eastward over the intervening 150 years, this Division Street location is not optimal for delivery of water to the majority of customers; and
- Keeping a pumping facility at Division Street will require the City to replace the existing on-site storage reservoirs and the transmission mains that lie in an environmentally sensitive corridor through the Town of Normal.

The systemwide improvements recommended by the planning study are as follows:

- Additional storage at the I-55 tank farm
- New pump station and elevated tank in Hamilton Pressure Zone
- New elevated tank in Enterprise Pressure Zone
- Combine the South Main Pressure Zone with the Enterprise Pressure Zone
- Other improvements

These improvements provide a lower cost alternative with improved long-term sustainability and reduced energy consumption when compared to building a combined Division and Enterprise Pump Station. The projected construction cost savings is about $10 million. The elevated storage and central location will reduce pumping requirements and associated maintenance. In addition, water system modeling included in the planning study demonstrated no degradation in the quality, quantity, or pressure of water service to customers in the west side of Bloomington.

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



The Enterprise Pump Station was constructed in 1987 as a fast-track project to meet the City's contractual obligation for delivery of water to the Diamond Star Automotive Plant. The Division Street Pump Station was constructed in 1954 to replace the original 1874

Bloomington Water Works Pump Station and deliver water to the City system. The 10-million-gallon reservoir, built in 1906, and the 5-million-gallon reservoir, built in 1954, have been in service for decades without any major rehabilitation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a contract for $1,497,400.00 will be awarded. The design services will be allocated from Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). Stakeholders can locate this project, budgeted for $1,500,000.00, in the Budget Book titled "Other Funds & Capital Improvement" on pages 132, 215, 262, 297 and 298.

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

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:

Kevin Kothe, Director of Public Works 3/17/2022

Carla Murillo, Procurement Manager 3/17/2022

Chris Tomerlin, Budget Manager 3/18/2022

Jeffrey R. Jurgens, Corporation Counsel 4/18/2022

Tara Henry, Legislative Assistant & Records Manager 4/21/2022

Attachments:

- PW 1B Contract_Systemwide Potable Water Distribution Improvements Preliminary Design 04252022

CITY OF BLOOMINGTON CONTRACT WITH
Donohue & Associates, Inc.
FOR PROFESSIONAL SERVICES FOR
Systemwide Distribution Improvements Preliminary Design

THIS AGREEMENT, dated this ____ day of _____, 2022 is between the City of Bloomington (hereinafter "CITY") and Donohue & Associates, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

☐ A flat fee of $_____ as set forth in the payment terms attached as Exhibit B.

☑ Fees as set forth in the Payment Terms attached as Exhibit B.

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

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

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

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

(A) Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY'S sole risk and CONTRACTOR assumes no responsibility for the alteration or reuse of those documents, notwithstanding an understanding by both parties that the documents can be relied on as accurate and trustworthy, having been created under the provisions set forth in Section 6 Standard of Care.

(B) For purposes of this Agreement, a party "prevails" if it recovers 51 percent or more of what it sought in such proceeding, or if it successfully defends against 51 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

The CONTRACTOR, their agents, or employees shall not be jointly, severally or individually liable to CITY for more than the amount of insurance required in Section 8 Insurance Requirements below, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by laws and regulations, CITY and CONTRACTOR waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

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

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

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

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

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

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

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

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

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

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

- [x] Until all of the services and/or deliverables required to provided within this Contract are completed.
- [ ] From one (1) year from the date of execution.
- [ ] From two (2) years from the date of execution.
- [ ] Other:_____

_____

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

_____

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

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

CITY OF BLOOMINGTON

By: _____

Its City Manager

Donohue & Associates, Inc.

By: [redacted]

Its PRESIDENT

ATTEST:

By: _____

City Clerk

By: [redacted]

Its Vice President

EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Water Division of the City of Bloomington's Public Works Department ("City") retained Donohue & Associates, Inc. to develop a water distribution system master plan that was completed in July 2021. The City desires to retain Donohue & Associates, Inc. to perform preliminary and complete design and bidding services for the selected project plan components. The City also desires to retain Donohue to assist with developing financing alternatives for the water system capital improvements and to identify and evaluate properties to purchase for the distribution pump station in the central Hamilton Zone pump station and the elevated storage tank in the central Hamilton Zone.

The selected plan components consist of the following key items:

<u>Hamilton Zone</u>

- Project 1 – Ground storage tanks at I-55 Tank Farm
- Project 2 – Distribution pump station in centralized Hamilton Zone site
- Project 3 – Elevated tank at centralized Hamilton Zone site
- Project 4 – 36-inch transmission main to distribution pump station and to Fort Jesse Tanks 1 & 2
- Project 5 – Pipe upgrades along Fort Jesse Road

<u>Enterprise Zone</u>

- Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue
- Project 7 – Repurposing the Division Street Pump Station as booster pump station
- Project 8 – Repurposing the South Main Street Pump Station as booster pump station

Design services for the following project plan components will consist of development of construction documentation including construction plans and specifications; and bid phase services:

<u>Hamilton Zone</u>

- Project 5 – Pipe upgrades along Fort Jesse Road

<u>Enterprise Zone</u>

- Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue

Design services for the following project plan components will consist of development of preliminary design documentation through the design and layout phase as described in the scope of services section:

<u>Hamilton Zone</u>

- Project 1 – Ground storage tanks at I-55 Tank Farm
- Project 2 – Distribution pump station in centralized Hamilton Zone site

- Project 3 – Elevated tank at centralized Hamilton Zone site
- Project 4 – 36-inch transmission main to distribution pump station and to Fort Jesse Tanks 1 & 2

Enterprise Zone

- Project 7 – Repurposing the Division Street Pump Station as booster pump station
- Project 8 – Repurposing the South Main Street Pump Station as booster pump station

B. SCOPE OF SERVICES

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

General

1. Construction bidding documents will be prepared for construction by a single prime Contractor.
2. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute (CSI).
3. Drawings will be developed using Donohue's CADD standards.
4. Deliverables shall be in the form of .pdf electronic documents as well as AutoCAD drawings unless noted otherwise. Drawing deliverables shall be 11x17.
5. Project 1 - Ground storage tanks at I-55 Tank Farm:
    a. Design services for this project will be through the design and layout phase as described in Section 2.1 below.
    b. The project will consist of ground level storage tanks similar to the Ft Jesse tanks. These tanks will be constructed on City owned property.
    c. Design services will include topographical survey and geotechnical investigation.
    d. Design services will include utility coordination.
    e. Design services will include WaterGems modeling to account for the detailed design components required at this site.
    f. Site layout will incorporate a new eastern boundary for agricultural use of the City property further to the east.

6. Project 2 – Distribution pump station in centralized Hamilton Zone site:
    a. Design services for this project will be through the design and layout phase as described in Section 2.1 below.
    b. Pump station layouts will be provided on up to four (4) potential property locations to be evaluated for purchase by the City. These layouts are intended to assist the City in acreage and access requirements during the property evaluation phase.
    c. Preliminary utility coordination will be done in the vicinity of up to four (4) potential property location.
    d. Design services will include WaterGems modeling to assist the City in review of potential property sites for up to four (4) potential property locations.
    e. Review of electrical service needs for the pump station will be evaluated for up to four (4) potential properties.
    f. Topographical survey services will be budgeted for up to four (4) potential properties to be evaluated for City purchase.

g. It is assumed that the City will reach agreement on a selected property during this phase of services, and that the preliminary design submittal per the scope in Section 2.1 will be completed subsequent to the City acquiring the property.

7. Project 3 – Elevated tank at centralized Hamilton Zone site:
    a. Design services for this project will be through the design and layout phase as described in Section 2.1 below.
    b. The City has one (1) property under review for acquisition for this site. For budgeting purposes one additional site will be assumed.
    c. Elevated tank layouts will be provided on up to two (2) potential property locations to be evaluated for purchase by the City. These layouts are intended to assist the City in acreage and access requirements during the property evaluation phase.
    d. Preliminary utility coordination will be done in the vicinity of up to two (2) potential property location.
    e. Design services will include WaterGems modeling to assist the City in review of potential property sites for up to two (2) potential property locations.
    f. Review of electrical service needs for the pump station will be evaluated for up to two (2) potential properties.
    g. Topographical survey services will be budgeted for up to two (2) potential properties to be evaluated for City purchase.
    h. It is assumed that the City will reach agreement on a selected property during this phase of services, and that the preliminary design submittal per the scope in Section 2.1 will be completed subsequent to the City acquiring the property.

8. Project 4 - 36-inch transmission main to distribution pump station and to Fort Jesse Tanks 1 & 2:
    a. Design services for this project will be through the design and layout phase as described in Section 2.1 below.
    b. The City has determined that the best route is south from the I-55 Tank Farm property along Hershey Road to the proposed distribution pump station in centralized Hamilton Zone site.
    c. Transmission main location along Hershey Road will be developed and coordinated with local utilities along the route.
    d. Preliminary utility coordination will be done along the proposed route.
    e. Design services will include WaterGems modeling to assist the City in coordination with the ground storage facility at the I-55 tank farm location, the 36” transmission main route, and the final location determined for the proposed distribution pump station in centralized Hamilton Zone site.
    f. Topographical survey services will be provided for the route from the I-55 Tank Farm south to College Avenue along Hershey Road. It is assumed that the transmission main will be constructed within City right of way and that initial survey services will be constrained to the right of way limits.
    g. The remainder of the survey required will be completed after the property for the proposed distribution pump station in the centralized Hamilton Zone site is acquired and will be performed under a separate agreement to be developed for final design in the future.
    h. It is assumed that the City will reach agreement on a selected property for the pump station during this phase of services, and the final route of the 36” transmission main

will be determined, and that the preliminary design submittal per the scope in Section 2.1 will be completed subsequent to the City acquiring the property and finalizing the route of the transmission main.

9. Project 5 - Pipe upgrades along Fort Jesse Road:
    a. Design services for this project will be through design and bidding.
    b. The project will consist of upgrading the 12" water main to 16" water main.
    c. Design services will include topographical survey and geotechnical investigation.
    d. Design services will include utility coordination.
    e. Design services will include WaterGems modeling to account for the detailed design components required at this site.
    f. It is assumed that all construction will be within City right of way and no additional easements will be required.

10. Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue:
    a. Design services for this project will be through design and bidding.
    b. The project will consist of one (1) elevated tank. This tank will be constructed on City owned property.
    c. Design services will include topographical survey and geotechnical investigation.
    d. Design services will include utility coordination.
    e. Design services will include WaterGems modeling to account for the detailed design components required at this site.

11. Project 7 - Repurposing the Division Street Pump Station as booster pump station:
    a. Design services for this project will be through the design and layout phase as described in Section 2.1 below.
    b. Design services will include WaterGems modeling to account for the detailed design components required at this site.
    c. Review of electrical service needs for the pump station.
    d. Design services will include topographical survey services.

12. Project 8 - Repurposing the South Main Street Pump Station as booster pump station:
    a. Design services for this project will be through the design and layout phase as described in Section 2.1 below.
    b. Design services will include WaterGems modeling to account for the detailed design components required at this site.
    c. Review of electrical service needs for the pump station.
    d. Design services will include topographical survey services.

13. Financing Strategy:
    a. Donohue will assist the City of Bloomington on strategies for financing their prospective water investments / reinvestments.
        i. Debt Management: Donohue will help address issues related to capital financing that have surfaced through ongoing evaluation of the City's Water Systems. We will leverage our experience with capital program financing, particularly for water systems facing acute financing challenges, to help identify and evaluate debt options, structures, timing considerations, and security provisions. Donohue is prepared to coordinate the alternatives

evaluation process (anticipated to include participation of the City's financing team) and subsequent reporting or serve in a support role.

ii. Long-Term Financial Policy Development - Donohue will identify financial policy options and financial performance indicators that will serve to advance the water and wastewater systems' long-term financial integrity and stability. These options will be based on benchmark systems as well as guidance offered by the industry's professional societies. We will consider credit rating agency perspectives and measures that may be particularly important considering the City's prospective challenges including, for example, defining minimum debt service coverage ratios and fund balance levels.

14. Property Purchase Evaluation:
    a. Donohue, in collaboration with the City, will identify potential locations for the elevated tower in the Central Hamilton Zone and the distribution pump station in the centralized Hamilton Zone site.
    b. Donohue will make initial contact with potential property owners and obtain preliminary purchase price requirements for up to four locations for the distribution pump station in centralized Hamilton Zone site and two locations for the elevated tower in the Central Hamilton Zone.
    c. Donohue will prepare an evaluation of total costs for the alternatives that include purchase price, piping infrastructure costs, and potential utility impacts.
    d. Donohue will document the evaluation in a technical memorandum to the City to assist with decision making on property purchase requirements for the water master plan infrastructure.

15. IEPA Facility Plan Preparation and Loan Administration:
    a. Prepare Project Plan and IEPA pre-application for the Owner review based on the evaluation effort for submission to IEPA. Meet with City staff to review the Project Plan. Modify the Project Plan per the City's comments. Submit to IEPA with the funding nomination form.
    b. Prior to the Bidding Phase and upon authorization from Owner, Donohue will complete the application forms listed hereunder for obtaining the IEPA Public Water Supply Loan. Transmit said forms to the Owner to obtain Owner's signatures. Anticipated forms include:
        i. Resolution Authorizing a Representative To Sign Loan Documents
        ii. Loan Program Certification
        iii. Application for Financial Assistance for Drinking Water Facilities
        iv. Certificate Regarding Project Site, Rights-of-Way, Easements, and Permits
        v. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
        vi. Resolution of Intent Regarding National Flood Insurance
    c. Donohue will compile a draft form of the "Ordinance Authorizing Loan Agreement" based on IEPA's model ordinance. Donohue will coordinate with the Owner's Director of Administration in working with IEPA in preparing this ordinance. Donohue shall transmit said draft ordinance to the Owner's City Manager or other designated relevant personnel for further action and adopting the ordinance. The Owner will transmit the adopted ordinance to IEPA with a copy to Donohue.

Donohue will transmit the adopted ordinance to IEPA for approval, if so requested by the Owner.

d. Donohue will serve as the "point of contact" with IEPA's loan officer for the project. At some point, IEPA will inform Donohue when it has prepared its Preliminary Environmental Impact Determination (PEID) document for the project. Donohue will transmit the PEID document to the Owner for its review and acceptability.
e. Once the PEID has been prepared and deemed acceptable by the Owner, the Owner will then schedule, advertise for, and hold the "PEID Public Hearing". Said hearing is required in order to allow the public to give comment on the project. Donohue will assist the Owner in advertising for the hearing – in order to comply with IEPA minimum advertising time requirements. The Owner will pay all publishing costs and the Owner will provide staff at the meeting for taking minutes and compiling the meeting minutes. The Owner will provide Donohue a copy of the PEID meeting minutes for the project and Donohue will transmit said minutes to IEPA for approval.
f. The Owner will provide to Donohue its existing Water System Ordinance and Donohue will transmit to IEPA for approval, if IEPA requests a copy. It is understood that if IEPA also requires that a Water User Charge Study be compiled, then either the Owner will compile said study or it will be covered under a separate agreement between Donohue (or an independent rate consultant). The cost of said work is not included in this Agreement.
g. Prepare and transmit to the Owner for execution, the enactments and procedures for providing a dedicated source of revenue for paying back the IEPA loan, as required by 35 Ill. Adm. Code 662. It is expected the Owner's existing water charges will be the source of revenue for paying back said loans and that the Owner will determine adequacy of this fee system to cover the loan expenses.
h. As stated above, Donohue will be responsible for administering the bidding of the project. As part of that effort, Donohue will secure from the Owner the Certificate of Publication for the project's construction contract bidding effort (as furnished by the local newspaper). Donohue will then relay said certificate on to IEPA. Donohue will also compile the Bid Tabulation, executed Bid Forms, and Bid Bond of the project's low bidder, along with the bid award recommendation letters. Donohue will relay those documents on to IEPA for that Agency's review and comparison with the project budget and loan proceeds available, based on the Dedicated Source of Revenue analysis that was approved by IEPA prior to bidding.
i. Once the above tasks are completed and approved by IEPA, that Agency will transmit a draft loan agreement for Owner execution. Donohue will receive the proposed Loan Agreement from IEPA and Donohue will promptly transmit said document to Owner. The Owner will transmit the executed Loan Agreement to Donohue, who will promptly transmit back to IEPA.
j. As stated in "Bid Phase Assistance" herein, Donohue will obtain from the low bidder, originals of the Executed Construction Contract and Project Manual document, with executed Payment bonds, and Performance Bonds. Donohue will relay copies of said documents on to IEPA in order to comply with IEPA loan procedures. It is understood that under the quoted fee, Donohue will print and assemble the Executed Construction Contract and Project Manual document – as mandated by IEPA.

k. Donohue shall prepare, as needed, monthly loan reimbursements for Owner execution, with the intent to be to retrieve loan fund proceeds for paying project expenditures, including engineering services.
l. Under loan administration services, Donohue will assist the Owner with loan closeout services, which will include:
m. Submitting the project Record Drawings to IEPA as required by the loan. The cost of the actual preparation of said Record Drawings is not covered by this Agreement. That work will be covered by future amendment to this Agreement.
n. Informing the local IEPA Field Operations Section of the completion of construction, so that office's personnel can visit and inspect the constructed work. An IEPA inspection of the constructed work is a normal loan requirement.
o. Preparation of the Certificate of Bills Paid and O&M certification, both of which are required for loan closeout. Owner will sign said forms and Donohue will transmit to IEPA.
p. Other loan closeout forms and certifications as mandated by the IEPA loan program.

1. Project Development and Management

1.1 Assign Terry Boyer, PE, as the Project Manager who will coordinate Project activities and will be the principal liaison between the OWNER and ENGINEER.

1.2 Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.

1.3 Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.

1.4 Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.

2 Design Services

2.1 Design and Layout Phase

2.1.1 Perform preliminary selection of the key replacement components based on preferences of OWNER's staff and ENGINEER recommendations.

2.1.2 Identify major utilities and their approximate locations within the Project site limits.

2.1.3 Utilizing available facility drawings and mapping, field visit observations, and discussions with OWNER, prepare preliminary layout drawings for Project facilities and conduct an internal preliminary layout review meeting.

2.1.4 Prepare a design and layout phase submittal consisting of written descriptions of the Project indicating the proposed facilities along with the basis for selection, the final

design criteria, a summary of preliminary design calculations, a listing of any potential conflicts including environmental impacts and recommended solutions, any special construction requirements/procedures that may be known at the preliminary design stage, and the process design and layout phase drawings.

2.1.5 Prepare a preliminary opinion of the probable construction cost based on the preliminary layout drawings.

2.1.6 Perform an internal quality review of the preliminary layout drawings, project design description, and preliminary opinion of the probable construction cost.

2.1.7 Submit up to four (4) sets (half-size drawings) and/or a PDF copy of the process design and layout phase submittal to the OWNER for review and comment.

2.1.8 Conduct a design and layout review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the process design and layout phase completion documents and incorporate comments and any necessary changes into the design.

2.2 Final Layout Phase

2.2.1 Develop final layout drawings, with designer notes for final layout review and approval.

2.2.2 Prepare an index of proposed specifications for the final layout submittal.

2.2.3 Update the opinion of the probable construction cost based on the completed final layout design documents.

2.2.4 Submit for review and comment by the OWNER up to four (4) sets and/or a PDF copy of the final layout drawings (half size), specifications index, the final design criteria, any special construction requirements/procedures that may be known at the final layout design phase, a listing of permits required for construction approval, and the updated opinion of the probable construction cost.

2.2.5 Conduct a final layout review workshop with the OWNER to get the OWNER's review comments and input on any necessary changes for the Project design including design changes to reduce the construction cost. Prepare workshop notes documenting proposed changes to the final layout design completion documents and incorporate comments and any necessary changes into the design.

2.3 Final Design Construction Drawings Phase

2.3.1 After incorporation of the final layout workshop review comments and requested changes, prepare and distribute base sheet drawings to design disciplines in order to develop construction drawings for one bid package to be advertised for bids and to be constructed by one prime contractor.

2.3.2 Prepare construction specifications utilizing the ENGINEER's master specifications.

2.3.2.1 Front end bidding and contract documents will be prepared using OWNER's Procurement front-end documents which replace the EJCDC *Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond Form, Agreement Form, Performance Bond Form, and Payment Bond Form.* ENGINEER will include an EJCDC *Standard General Conditions of the Construction Contract* front-end document and develop a *Supplementary Conditions of the Construction Contract* document based on EJCDC guidance documents and coordination with OWNER's front-end documents and procurement policies ENGINEER will provide information required by OWNER's Procurement Office to develop a Bid Form for the procurement documents.

2.3.2.2 Technical specifications will be prepared using the Construction Specifications Institute (CSI) 3-part format for 50 Divisions.

2.3.3 Perform an internal designer review of the prepared final design construction drawings and specifications and then incorporate review comments.

2.3.4 The opinion of the probable construction cost will be updated based on the prepared final design construction drawings and specifications after designer review comments are incorporated. Also, revise the opinion of probable construction cost if necessary after the quality review comments are incorporated.

2.3.5 Perform an internal quality review of the final construction drawings and specifications after designer review comments are incorporated. Incorporate quality review comments.

2.3.6 After incorporation of quality review comments, submit up to four (4) sets and/or a PDF copy of the final design construction drawings (half size), specifications, and updated opinion of the probable construction cost to the OWNER for review and comment.

2.3.7 Conduct a final construction drawings and specifications review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the final construction drawings and specifications.

2.3.8 Prepare and assist the OWNER in submitting applications after incorporating the final design construction drawings and specifications workshop review comments into the final design documents to file for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project. Provide technical input and assist the OWNER in consultations with appropriate authorities as required to secure permits or approvals from the governmental authorities. The OWNER shall pay the fee cost for submitting all regulatory agency permit applications.

2.3.9 Incorporate review comments received from the OWNER and from the government agencies to which construction permit applications were submitted to finalize the drawings and specifications for bidding. Drawings for bidding purposes will be reproduced at half size unless electronically distributed. The final documents will be signed and sealed by registered Professional Engineers in the State of Illinois. The drawings and specifications will be prepared for the designed improvements to be bid for one project.

3 Bid Phase Engineering Services

3.1 Transmit the final bidding and contract documents to OWNER in Adobe portable document format (PDF).

3.2 OWNER will execute all bidding activities related to advertisement, publication, notifications, addenda, communication with prospective bidders, and conducting pre-bid meeting(s).

3.3 Attend a pre-bid conference to describe the Project work and direct prospective bidder questions to OWNER's Procurement Office.

3.4 Prepare answers to bidding questions received from OWNER and transmit answers to OWNER.

3.5 Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by contractors when substitution prior to the award of a contract is allowed.

3.6 The OWNER will conduct bid opening and prepare a bid tabulation. As requested by OWNER, prepare an analysis of bids and prepare recommendations for contract award.

3.7 The OWNER will prepare the construction contract.

3.8 The OWNER will assemble the executed Notice of Award and submit to the successful bidder for the construction contract. The OWNER will obtain executed Payment Bonds, Performance Bonds and Certificates of Insurance from said contractor and prepare Notice to Proceed for execution by the Owner and transmit to the Contractor.

3.9 After the construction contract is executed, provide the Owner with six (6) paper copies and one .pdf copy of the "Conformance" sets of plans and project manuals, which is defined as as-bid documents with addendum related items inserted directly into the body of the text of the Project Manual and in the Drawings, in lieu of in the front of the documents.

4. IEPA Loan Related Provisions

The following, as required by 35 Ill. Adm. Code 662.630 – "Contracts for Personal and Professional Services" is incorporated into this Agreement:

4.1 Audit and Access to Records

i. Donohue shall maintain books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program ("PWSLP") loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois Environmental Protection Agency (the "Agency") or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for such access and inspection.

ii. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

iii. All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Donohue an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

iv. Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 662.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three (3) years after the resolution of the appeal, litigation, claim or exception.

4.2 Covenant Against Contingent Fees

Donohue warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees. For breach or violation of this warranty, the Loan Recipient (i.e., the City of Mount Carmel) shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

4.3 Executive Order 12549

Donohue shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 as furnished by the Agency.

4.4 Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Donohue shall provide the Owner and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the design service phase.

Donohue agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules, as required by the award conditions of USEPA's Assistance Agreement with IEPA. Donohue acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

4.5 Non-discrimination Clause

Donohue shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Donohue shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by Donohue to carry out these requirements is a material breach of this Agreement which may result in the termination of this contract or other legally available remedies.

C. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from OWNER and will perform the work according to the following schedule:

Project 1 – Ground storage tanks at I-55 Tank Farm

Preliminary Design and Layout Phase: Within 180 calendar days of receipt of a notice to proceed.

Project 2 – Distribution pump station in centralized Hamilton Zone site

Preliminary Design and Layout Phase: Within 260 calendar days of receipt of a notice to proceed.

Project 3 – Elevated tank at centralized Hamilton Zone site

Preliminary Design and Layout Phase: Within 240 calendar days of receipt of a notice to proceed.

Project 4 – 36-inch transmission main to distribution pump station and to Fort Jesse Tanks 1 & 2

Preliminary Design and Layout Phase: Within 270 calendar days of receipt of a notice to proceed.

Project 5 – Pipe upgrades along Fort Jesse Road

Preliminary Design and Layout Phase: Within 120 calendar days of receipt of a notice to proceed.

Final Layout Phase: Within 180 calendar days of receipt of a notice to proceed.

Final Design Construction Drawings Phase Permit Application Submittal(s): Within 210 calendar days of receipt of a notice to proceed.

Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue

Preliminary Design and Layout Phase: Within 120 calendar days of receipt of a notice to proceed.

Final Layout Phase: Within 180 calendar days of receipt of a notice to proceed.

Final Design Construction Drawings Phase Permit Application Submittal(s): Within 210 calendar days of receipt of a notice to proceed.

Project 7 – Repurposing the Division Street Pump Station as booster pump station

Preliminary Design and Layout Phase: Within 210 calendar days of receipt of a notice to proceed.

Project 8 – Repurposing the South Main Street Pump Station as booster pump station

Preliminary Design and Layout Phase: Within 210 calendar days of receipt of a notice to proceed.

PART II
OWNER RESPONSIBILITIES

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

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.

2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; existing equipment shop drawings and/or O&M manuals; and property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.

3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.

4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.

5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

6. Inform Donohue whenever Owner observes or becomes aware of Hazardous Environmental Conditions, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

7. Have appropriate representatives in attendance at all project workshops, special meetings, and prebid conferences.

8. Award a construction agreement to the lowest responsive, responsible bidder or reject all bids.

EXHIBIT B
PAYMENT TERMS

Scope Item	Design Level	Construction Cost Estimate	Fee Estimate	Design as % of Construction
Project 1 – Ground storage tanks at I-55 Tank Farm	30%	$11,404,800	$218,700	1.92%
Project 2 – Distribution pump station in centralized Hamilton Zone site	30%	$10,859,063	$346,900	3.19%
Project 3 – Elevated tank at centralized Hamilton Zone site	30%	$10,335,600	$164,900	1.60%
Project 4 – 36-inch transmission main to distribution pump station and to Fort Jesse Tanks 1 & 2	30%	$21,027,600	$240,700	1.14%
Project 5 – Pipe upgrades along Fort Jesse Road	100%	$680,400	$58,800	8.64%
Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue	100%	$6,593,600	$246,700	3.74%
Project 7 – Repurposing the Division Street Pump Station as booster pump station	30%	$4,779,000	$120,800	2.53%
Project 8 – Repurposing the South Main Street Pump Station as booster pump station	30%	$3,807,000	$99,900	2.62%
Totals		$69,487,063	$1,497,400	2.15%

The total fee amount for these services is $1,497,400.

The following pages provide a detailed fee estimate for each project component.

Distribution Master Plan
Project 1 – Ground storage tanks at I-55 Tank Farm
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate **1.4794** **14.500%**

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV								
Project Management																	**$ 80,120**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4		12		4				20	$ 1,400			$ 2,071.10	$ 503	$ 3,974	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8				28	$ 2,035			$ 3,010.46	$ 732	$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		24		24		12				60							
Development of financing strategy for all infrastructure improvements		100									$ 8,936		$ 45,000	$ 13,219.92	$ 3,213	$ 70,369	
Design Phase																	**$ 138,559**
Kick-off Site Visit		6		8		8		8	8	38	$ 2,756	$ 600		$ 4,077.58	$ 1,078	$ 8,512	
Geotech. Report		1		8			4			13	$ 877		$ 6,050	$ 1,297.26	$ 315	$ 8,539	
Topographic Survey		1		16		4		2		23	$ 1,526		$ 15,000	$ 2,257.03	$ 548	$ 19,331	
WaterGems Modeling		4		8		60				72	$ 5,030	$ 6,000		$ 7,441.74	$ 2,678	$ 21,150	
Utility Coordination		2		24		4				30	$ 1,986			$ 2,938.44	$ 714	$ 5,639	
Preliminary Design Memo		8	8	40	12	24	8	12	8	120	$ 8,458			$ 12,512.71	$ 3,041	$ 24,011	
Preliminary Layout preparation, including coord. meetings		8	8	80	24	12	8	60	12	212	$ 14,571			$ 21,555.80	$ 5,238	$ 41,365	
Field verify piping locations vs. "As-Builts"		2		24						26	$ 1,709			$ 2,527.88	$ 614	$ 4,851	
Review Preliminary Layout Drawings with City		8		12		4				24	$ 1,757	$ 150		$ 2,599.90	$ 654	$ 5,161	
Compile Final Layouts										-	$ -			$ -	$ -	$ -	
Finalize Motor List & One Line Diagrams										-	$ -			$ -	$ -	$ -	
Prepare Final Layouts Phase Cost Opinion										-	$ -			$ -	$ -	$ -	
Review Final Layout Drawings with City										-	$ -			$ -	$ -	$ -	
Prepare Final Contract Documents to 95% completion level										-	$ -			$ -	$ -	$ -	
Internal QA-QC review and incorporation										-	$ -			$ -	$ -	$ -	
Update Cost Opinion										-	$ -			$ -	$ -	$ -	
Review 95% complete Drawings w/ City + incorp. comments										-	$ -			$ -	$ -	$ -	
Provide IEPA-permit documents to City										-	$ -			$ -	$ -	$ -	
IEPA permit approval of bidding documents										-	$ -			$ -	$ -	$ -	
										-	$ -			$ -	$ -	$ -	
Bidding Phase																	**$ -**
Issue bidding documents planholders										-	$ -			$ -	$ -	$ -	
Prepare for & attend Pre-Bid Conference										-	$ -			$ -	$ -	$ -	
Respond to bidders' questions										-	$ -			$ -	$ -	$ -	
Prepare & issue addenda										-	$ -			$ -	$ -	$ -	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Proc ENG IV	Modeling ENG V	Struct ENG V	Elect ENG V	I&C ENG IV	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Attend Bid Opening & evaluate bids										-	$ -			$ -	$ -	$ -	
Assemble Notice of Award & Proceed										-	$ -			$ -	$ -	$ -	
Print Executed Copies & Owner copy										-	$ -			$ -	$ -	$ -	
Letter of award recommendation										-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City										-	$ -			$ -	$ -	$ -	
Compile conformance project drawing copies for City										-	$ -			$ -	$ -	$ -	
Total	-	176	16	268	36	140	20	82	28	666	$ 51,041	$ 6,750	$ 66,050	$ 75,510	$ 19,329	**$ 218,679**	**$ 218,679**
Total Direct Labor Dollars by Staff		$ 15,727	$ 1,551	$ 17,085	$ 2,295	$ 9,713	$ 1,388	$ 5,689	$ 2,100							**TOTAL**	**$ 218,700**

Distribution Master Plan
Project 2 – Distribution pump station in centralized Hamilton Zone site
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Project Management																			**$ 99,463**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4		12		4						20	$ 1,400			$ 2,071.10	$ 503	$ 3,974	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8						28	$ 2,035			$ 3,010.46	$ 732	$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		24		24		12						60	$ 4,507			$ 6,667.95	$ 1,620	$ 12,796	
Property identification and evaluation of alternatives		100										100	$ 8,936		$ 6,500	$ 13,219.92	$ 3,213	$ 31,869	
IEPA Facility Plan preparation and loan coordination		62			162							224	$ 15,868			$ 23,474.85	$ 5,705	$ 45,047	
Design Phase																			**$ 247,380**
Kick-off Site Visit												-	$ -			$ -	$ -	$ -	
Geotech. Report												-	$ -			$ -	$ -	$ -	
Topographic Survey		1		16		4		2				23	$ 1,526		$ 14,000	$ 2,257.03	$ 548	$ 18,331	
WaterGems Modeling		4		8		60						72	$ 5,030	$ 6,000		$ 7,441.74	$ 2,678	$ 21,150	
Utility Coordination		2		60		4		60				126	$ 8,444			$ 12,492.11	$ 3,036	$ 23,972	
Preliminary Design Memo		8	8	32	50	24	120	120	24	32	32	450	$ 30,434			$ 45,024.15	$ 10,941	$ 86,400	
Preliminary Layout preparation, including coord. meetings		8	12	40	60	20	80	80	24	48	42	414	$ 27,604			$ 40,837.09	$ 9,924	$ 78,365	
Field verify piping locations vs. "As-Builts"		2		24								26	$ 1,709			$ 2,527.88	$ 614	$ 4,851	
Review Preliminary Layout Drawings with City		8		8	8	8	8	8	8	8	8	72	$ 4,900	$ 350		$ 7,249.06	$ 1,812	$ 14,311	
Compile Final Layouts												-	$ -			$ -	$ -	$ -	
Finalize Motor List & One Line Diagrams												-	$ -			$ -	$ -	$ -	
Prepare Final Layouts Phase Cost Opinion												-	$ -			$ -	$ -	$ -	
Review Final Layout Drawings with City												-	$ -			$ -	$ -	$ -	
Prepare Final Contract Documents to 95% completion level												-	$ -			$ -	$ -	$ -	
Internal QA-QC review and incorporation												-	$ -			$ -	$ -	$ -	
Update Cost Opinion												-	$ -			$ -	$ -	$ -	
Review 95% complete Drawings w/ City + incorp. comments												-	$ -			$ -	$ -	$ -	
Provide IEPA-permit documents to City												-	$ -			$ -	$ -	$ -	
IEPA permit approval of bidding documents												-	$ -			$ -	$ -	$ -	
												-	$ -			$ -	$ -	$ -	
Bidding Phase																			**$ -**
Issue bidding documents planholders												-	$ -			$ -	$ -	$ -	
Prepare for & attend Pre-Bid Conference												-	$ -			$ -	$ -	$ -	
Respond to bidders' questions												-	$ -			$ -	$ -	$ -	
Prepare & issue addenda												-	$ -			$ -	$ -	$ -	
Attend Bid Opening & evaluate bids												-	$ -			$ -	$ -	$ -	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Assemble Notice of Award & Proceed												-	$ -			$ -	$ -	$ -	
Print Executed Copies & Owner copy												-	$ -			$ -	$ -	$ -	
Letter of award recommendation												-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City												-	$ -			$ -	$ -	$ -	
Compile conformance project drawing copies for City												-	$ -			$ -	$ -	$ -	
Total	-	231	20	236	280	144	208	270	56	88	82	1,615	$ 112,392	$ 6,350	$ 20,500	$ 166,273	$ 41,327	**$ 346,843**	**$ 346,843**
Total Direct Labor Dollars by Staff		$ 20,642	$ 1,938	$ 15,045	$ 17,850	$ 9,991	$ 14,431	$ 18,733	$ 4,200	$ 4,950	$ 4,613							**TOTAL**	**$ 346,900**

Distribution Master Plan
Project 3 – Elevated tank at centralized Hamilton Zone site
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Proc ENG IV	Modeling ENG V	Elect ENG V	I&C ENG IV	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Project Management																**$ 38,731**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4		12		4			20	$ 1,400			$ 2,071.10	$ 503	$ 3,974	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8			28	$ 2,035			$ 3,010.46	$ 732	$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		24		24		12			60	$ 4,507			$ 6,667.95	$ 1,620	$ 12,796	
Property identification and evaluation of alternatives		50							50	$ 4,468		$ 3,500	$ 6,609.96	$ 1,606	$ 16,184	
Design Phase																**$ 126,099**
Kick-off Site Visit		6		8		8	8	8	38	$ 2,756	$ 600		$ 4,077.58	$ 1,078	$ 8,512	
Geotech. Report									-	$ -		$ 4,075	$ -	$ -	$ 4,075	
Topographic Survey		1		12		4			17	$ 1,132		$ 3,000	$ 1,674.50	$ 407	$ 6,213	
WaterGems Modeling		4		8		40			52	$ 3,643	$ 6,000		$ 5,388.92	$ 2,180	$ 17,211	
Utility Coordination		1		24		2			27	$ 1,758			$ 2,600.96	$ 632	$ 4,991	
Preliminary Design Memo		8	8	64		40	24	24	168	$ 11,811			$ 17,472.54	$ 4,246	$ 33,529	
Preliminary Layout preparation, including coord. meetings		8	8	80	24	16	52	24	212	$ 14,638			$ 21,655.58	$ 5,263	$ 41,556	
Field verify piping locations vs. "As-Builts"		2		24					26	$ 1,709			$ 2,527.88	$ 614	$ 4,851	
Review Preliminary Layout Drawings with City		8		12		4			24	$ 1,757	$ 150		$ 2,599.90	$ 654	$ 5,161	
Compile Final Layouts									-	$ -			$ -	$ -	$ -	
Finalize Motor List & One Line Diagrams									-	$ -			$ -	$ -	$ -	
Prepare Final Layouts Phase Cost Opinion									-	$ -			$ -	$ -	$ -	
Review Final Layout Drawings with City									-	$ -			$ -	$ -	$ -	
Prepare Final Contract Documents to 95% completion level									-	$ -			$ -	$ -	$ -	
Internal QA-QC review and incorporation									-	$ -			$ -	$ -	$ -	
Update Cost Opinion									-	$ -			$ -	$ -	$ -	
Review 95% complete Drawings w/ City + incorp. comments									-	$ -			$ -	$ -	$ -	
Provide IEPA-permit documents to City									-	$ -			$ -	$ -	$ -	
IEPA permit approval of bidding documents									-	$ -			$ -	$ -	$ -	
									-	$ -			$ -	$ -	$ -	
Bidding Phase																**$ -**
Issue bidding documents planholders									-	$ -			$ -	$ -	$ -	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Proc ENG IV	Modeling ENG V	Elect ENG V	I&C ENG IV	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Prepare for & attend Pre-Bid Conference									-	$ -			$ -	$ -	$ -	
Respond to bidders' questions									-	$ -			$ -	$ -	$ -	
Prepare & issue addenda									-	$ -			$ -	$ -	$ -	
Attend Bid Opening & evaluate bids									-	$ -			$ -	$ -	$ -	
Assemble Notice of Award & Proceed									-	$ -			$ -	$ -	$ -	
Print Executed Copies & Owner copy									-	$ -			$ -	$ -	$ -	
Letter of award recommendation									-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City									-	$ -			$ -	$ -	$ -	
Compile conformance project drawing copies for City									-	$ -			$ -	$ -	$ -	
Total	-	124	16	280	24	138	84	56	722	$ 51,614	$ 6,750	$ 10,575	$ 76,357	$ 19,535	**$ 164,831**	**$ 164,831**
Total Direct Labor Dollars by Staff		$ 11,081	$ 1,551	$ 17,850	$ 1,530	$ 9,574	$ 5,828	$ 4,200							**TOTAL**	**$ 164,900**

Distribution Master Plan
Project 4 – 36-inch transmission main to distribution pump station and to Fort Jesse Tanks 1 & 2
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Modeling ENG V	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Project Management													**$ 22,217**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		8		16	8	32	$ 2,290			$ 3,387.71	$ 823	$ 6,501	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		4		4	2	10	$ 751			$ 1,111.33	$ 270	$ 2,133	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		24		24	16	64	$ 4,785			$ 7,078.51	$ 1,720	$ 13,583	
Design Phase													**$ 218,427**
Kick-off Site Visit						-	$ -			$ -	$ -	$ -	
Geotech. Report		4		12		16	$ 1,122		$ 6,000	$ 1,660.54	$ 404	$ 9,187	
Topographic Survey		8		40		48	$ 3,265		$ 30,000	$ 4,830.06	$ 1,174	$ 39,269	
WaterGems Modeling		4		24	100	128	$ 8,825	$ 6,000		$ 13,056.36	$ 4,043	$ 31,925	
Utility Coordination		4		160	24	188	$ 12,223			$ 18,082.06	$ 4,394	$ 34,699	
Preliminary Design Memo		8	8	100		116	$ 7,865			$ 11,635.84	$ 2,828	$ 22,329	
Preliminary Layout preparation, including coord. meetings		8	16	180	48	252	$ 17,071			$ 25,254.60	$ 6,137	$ 48,463	
Field verify piping locations vs. "As-Builts"		4		120		124	$ 8,007			$ 11,846.21	$ 2,879	$ 22,732	
Review Preliminary Layout Drawings with City		8		16	24	48	$ 3,400	$ 150		$ 5,029.96	$ 1,244	$ 9,824	
Compile Final Layouts						-	$ -			$ -	$ -	$ -	
Finalize Motor List & One Line Diagrams						-	$ -			$ -	$ -	$ -	
Prepare Final Layouts Phase Cost Opinion						-	$ -			$ -	$ -	$ -	
Review Final Layout Drawings with City						-	$ -			$ -	$ -	$ -	
Prepare Final Contract Documents to 95% completion level						-	$ -			$ -	$ -	$ -	
Internal QA-QC review and incorporation						-	$ -			$ -	$ -	$ -	
Update Cost Opinion						-	$ -			$ -	$ -	$ -	
Review 95% complete Drawings w/ City + incorp. comments						-	$ -			$ -	$ -	$ -	
Provide IEPA-permit documents to City						-	$ -			$ -	$ -	$ -	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Modeling ENG V	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
IEPA permit approval of bidding documents						-	$ -			$ -	$ -	$ -	
						-	$ -			$ -	$ -	$ -	
Bidding Phase													**$ -**
Issue bidding documents planholders						-	$ -			$ -	$ -	$ -	
Prepare for & attend Pre-Bid Conference						-	$ -			$ -	$ -	$ -	
Respond to bidders' questions						-	$ -			$ -	$ -	$ -	
Prepare & issue addenda						-	$ -			$ -	$ -	$ -	
Attend Bid Opening & evaluate bids						-	$ -			$ -	$ -	$ -	
Assemble Notice of Award & Proceed						-	$ -			$ -	$ -	$ -	
Print Executed Copies & Owner copy						-	$ -			$ -	$ -	$ -	
Letter of award recommendation						-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City						-	$ -			$ -	$ -	$ -	
Compile conformance project drawing copies for City						-	$ -			$ -	$ -	$ -	
Total	-	84	24	696	222	1,026	$ 69,605	$ 6,150	$ 36,000	$ 102,973	$ 25,916	**$ 240,643**	**$ 240,643**
Total Direct Labor Dollars by Staff		$ 7,506	$ 2,326	$ 44,370	$ 15,402							**TOTAL**	**$ 240,700**

Distribution Master Plan
Project 5 – Pipe upgrades along Fort Jesse Road
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Modeling ENG V	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Project Management													**$ 5,078**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		1		2	1	4	$ 286			$ 423.46	$ 103	$ 813	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		4		4	2	10	$ 751			$ 1,111.33	$ 270	$ 2,133	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		4		4	2	10	$ 751			$ 1,111.33	$ 270	$ 2,133	
Design Phase													**$ 46,095**
Kick-off Site Visit						-	$ -			$ -	$ -	$ -	
Geotech. Report		1		1		2	$ 153		$ 2,280	$ 226.51	$ 55	$ 2,715	
Topographic Survey		1		4		5	$ 344		$ 6,000	$ 509.45	$ 124	$ 6,978	
WaterGems Modeling		1		2	8	11	$ 772	$ 3,000		$ 1,141.95	$ 713	$ 5,626	
Utility Coordination		1		12		13	$ 854			$ 1,263.94	$ 307	$ 2,425	
Preliminary Design Memo		1	1	12		14	$ 951			$ 1,407.32	$ 342	$ 2,701	
Preliminary Layout preparation, including coord. meetings		2	1	16		19	$ 1,296			$ 1,916.77	$ 466	$ 3,678	
Field verify piping locations vs. "As-Builts"		1		8		9	$ 599			$ 886.69	$ 215	$ 1,702	
Review Preliminary Layout Drawings with City		4		4		8	$ 612	$ 150		$ 906.04	$ 242	$ 1,910	
Compile Final Layouts		1	1	16		18	$ 1,206			$ 1,784.57	$ 434	$ 3,425	
Finalize Motor List & One Line Diagrams						-	$ -			$ -	$ -	$ -	
Prepare Final Layouts Phase Cost Opinion		1	1	1		3	$ 250			$ 369.89	$ 90	$ 710	
Review Final Layout Drawings with City		4		4		8	$ 612	$ 150		$ 906.04	$ 242	$ 1,910	
Prepare Final Contract Documents to 95% completion level		2	1	24		27	$ 1,806			$ 2,671.26	$ 649	$ 5,126	
Internal QA-QC review and incorporation		1	1	4		6	$ 441			$ 652.83	$ 159	$ 1,253	
Update Cost Opinion		1	1	1		3	$ 250			$ 369.89	$ 90	$ 710	
Review 95% complete Drawings w/ City + incorp. comments		4	1	12		17	$ 1,219	$ 150		$ 1,803.92	$ 460	$ 3,633	
Provide IEPA-permit documents to City		1		4		5	$ 344			$ 509.45	$ 124	$ 978	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Modeling ENG V	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
IEPA permit approval of bidding documents		1		2		3	$ 217			$ 320.82	$ 78	$ 616	
						-	$ -			$ -	$ -	$ -	
Bidding Phase													**$ 7,604**
Issue bidding documents planholders		1		2		3	$ 217			$ 320.82	$ 78	$ 616	
Prepare for & attend Pre-Bid Conference		4		4		8	$ 612			$ 906.04	$ 220	$ 1,739	
Respond to bidders' questions		1		8		9	$ 599			$ 886.69	$ 215	$ 1,702	
Prepare & issue addenda		2		6		8	$ 561			$ 830.27	$ 202	$ 1,593	
Attend Bid Opening & evaluate bids						-	$ -			$ -	$ -	$ -	
Assemble Notice of Award & Proceed						-	$ -			$ -	$ -	$ -	
Print Executed Copies & Owner copy						-	$ -			$ -	$ -	$ -	
Letter of award recommendation						-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City		1		4		5	$ 344			$ 509.45	$ 124	$ 978	
Compile conformance project drawing copies for City		1		4		5	$ 344			$ 509.45	$ 124	$ 978	
Total	-	47	8	165	13	233	$ 16,396	$ 3,450	$ 8,280	$ 24,256	$ 6,395	**$ 58,777**	**$ 58,777**
Total Direct Labor Dollars by Staff		$ 4,200	$ 775	$ 10,519	$ 902							**TOTAL**	**$ 58,800**

Distribution Master Plan
Project 6 – Elevated Storage Tank at Hamilton Road and Morris Avenue
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Proc ENG IV	Modeling ENG V	Struct ENG V	Elect ENG V	I&C ENG IV	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Project Management																	**$ 22,547**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4		12		4				20	$ 1,400			$ 2,071.10	$ 503	$ 3,974	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8				28	$ 2,035			$ 3,010.46	$ 732	$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		24		24		12				60	$ 4,507			$ 6,667.95	$ 1,620	$ 12,796	
Design Phase																	**$ 216,085**
Kick-off Site Visit										-	$ -	$ 600		$ -	$ 87	$ 687	
Geotech. Report		1		8			2			11	$ 738		$ 4,075	$ 1,091.97	$ 265	$ 6,170	
Topographic Survey		1		16		4		2		23	$ 1,526		$ 4,000	$ 2,257.03	$ 548	$ 8,331	
WaterGems Modeling		4		8		60				72	$ 5,030	$ 6,000		$ 7,441.74	$ 2,678	$ 21,150	
Utility Coordination		2		24		4				30	$ 1,986			$ 2,938.44	$ 714	$ 5,639	
Preliminary Design Memo		8	8	40	12	24	8	12	8	120	$ 8,458			$ 12,512.71	$ 3,041	$ 24,011	
Preliminary Layout preparation, including coord. meetings		8	8	80	24	12	8	60	12	212	$ 14,571			$ 21,555.80	$ 5,238	$ 41,365	
Field verify piping locations vs. "As-Builts"		2		24						26	$ 1,709			$ 2,527.88	$ 614	$ 4,851	
Review Preliminary Layout Drawings with City		8		12		4				24	$ 1,757	$ 150		$ 2,599.90	$ 654	$ 5,161	
Compile Final Layouts		8	16	48	24	8	4	48	8	164	$ 11,618			$ 17,188.26	$ 4,177	$ 32,984	
Finalize Motor List & One Line Diagrams		2	2		2	2		16		24	$ 1,749			$ 2,587.32	$ 629	$ 4,965	
Prepare Final Layouts Phase Cost Opinion		2	4	8	2		2	4	2	24	$ 1,770			$ 2,618.80	$ 636	$ 5,025	
Review Final Layout Drawings with City		8		12						20	$ 1,480	$ 150		$ 2,189.33	$ 554	$ 4,373	
Prepare Final Contract Documents to 95% completion level		6	4	40	8	8	4	24	24	118	$ 8,282			$ 12,251.68	$ 2,977	$ 23,511	
Internal QA-QC review and incorporation		2	8	8	8	8	8	8	8	58	$ 4,239			$ 6,271.47	$ 1,524	$ 12,035	
Update Cost Opinion		1	2	4	2	2	2	2	2	17	$ 1,232			$ 1,822.59	$ 443	$ 3,497	
Review 95% complete Drawings w/ City + incorp. comments		8	2	12	4	4	4	8	4	46	$ 3,339	$ 150		$ 4,939.42	$ 1,222	$ 9,650	
Provide IEPA-permit documents to City		1		8						9	$ 599			$ 886.69	$ 215	$ 1,702	
IEPA permit approval of bidding documents		1		4						5	$ 344			$ 509.45	$ 124	$ 978	
										-	$ -			$ -	$ -	$ -	
Bidding Phase																	**$ 7,998**
Issue bidding documents planholders		1		2						3	$ 217			$ 320.82	$ 78	$ 616	
Prepare for & attend Pre-Bid Conference		4		4						8	$ 612			$ 906.04	$ 220	$ 1,739	
Respond to bidders' questions		1		8				2		11	$ 738			$ 1,091.97	$ 265	$ 2,095	
Prepare & issue addenda		2		6						8	$ 561			$ 830.27	$ 202	$ 1,593	
Attend Bid Opening & evaluate bids										-	$ -			$ -	$ -	$ -	
Assemble Notice of Award & Proceed										-	$ -			$ -	$ -	$ -	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV								
Print Executed Copies & Owner copy										-	$ -			$ -	$ -	$ -	
Letter of award recommendation										-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City		1		4						5	$ 344			$ 509.45	$ 124	$ 978	
Compile conformance project drawing copies for City		1		4						5	$ 344			$ 509.45	$ 124	$ 978	
Total	-	119	54	432	86	164	42	186	68	1,151	$ 81,187	$ 7,050	$ 8,075	$ 120,108	$ 30,210	**$ 246,630**	**$ 246,630**
Total Direct Labor Dollars by Staff		$ 10,634	$ 5,234	$ 27,540	$ 5,483	$ 11,378	$ 2,914	$ 12,905	$ 5,100							**TOTAL**	**$ 246,700**

Distribution Master Plan
Project 7 – Repurposing the Division Street Pump Station as booster pump station
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Project Management																			**$ 12,391**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		2		8		2						12	$ 827			$ 1,224.17	$ 297	$ 2,349	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		8		12		8						28	$ 2,035			$ 3,010.46	$ 732	$ 5,777	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		8		8		4						20	$ 1,502			$ 2,222.65	$ 540	$ 4,265	
Design Phase																			**$ 108,315**
Kick-off Site Visit												-	$ -			$ -	$ -	$ -	
Geotech. Report												-	$ -			$ -	$ -	$ -	
Topographic Survey		1		4		2						7	$ 483		$ 9,000	$ 714.73	$ 174	$ 10,372	
WaterGems Modeling		4		8		32						44	$ 3,088	$ 6,000		$ 4,567.80	$ 1,980	$ 15,635	
Utility Coordination		1		16		4						21	$ 1,387			$ 2,051.75	$ 499	$ 3,937	
Preliminary Design Memo		8	8	32	32	8	16	32	8	16	8	168	$ 11,406			$ 16,873.33	$ 4,100	$ 32,379	
Preliminary Layout preparation, including coord. meetings		8	8	24	24	8	16	32	8	16	8	152	$ 10,386			$ 15,364.34	$ 3,734	$ 29,484	
Field verify piping locations vs. "As-Builts"		1		12								13	$ 854			$ 1,263.94	$ 307	$ 2,425	
Review Preliminary Layout Drawings with City		8		8	8	8	8	8	8	8	8	72	$ 4,900	$ 150		$ 7,249.06	$ 1,783	$ 14,082	
Compile Final Layouts												-	$ -			$ -	$ -	$ -	
Finalize Motor List & One Line Diagrams												-	$ -			$ -	$ -	$ -	
Prepare Final Layouts Phase Cost Opinion												-	$ -			$ -	$ -	$ -	
Review Final Layout Drawings with City												-	$ -			$ -	$ -	$ -	
Prepare Final Contract Documents to 95% completion level												-	$ -			$ -	$ -	$ -	
Internal QA-QC review and incorporation												-	$ -			$ -	$ -	$ -	
Update Cost Opinion												-	$ -			$ -	$ -	$ -	
Review 95% complete Drawings w/ City + incorp. comments												-	$ -			$ -	$ -	$ -	
Provide IEPA-permit documents to City												-	$ -			$ -	$ -	$ -	
IEPA permit approval of bidding documents												-	$ -			$ -	$ -	$ -	
												-	$ -			$ -	$ -	$ -	
Bidding Phase																			**$ -**
Issue bidding documents planholders												-	$ -			$ -	$ -	$ -	
Prepare for & attend Pre-Bid Conference												-	$ -			$ -	$ -	$ -	
Respond to bidders' questions												-	$ -			$ -	$ -	$ -	
Prepare & issue addenda												-	$ -			$ -	$ -	$ -	
Attend Bid Opening & evaluate bids												-	$ -			$ -	$ -	$ -	
Assemble Notice of Award & Proceed												-	$ -			$ -	$ -	$ -	
Print Executed Copies & Owner copy												-	$ -			$ -	$ -	$ -	
Letter of award recommendation												-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City												-	$ -			$ -	$ -	$ -	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM ENG VIII	QC ENG VIII	Civil ENG IV	Proc ENG IV	Modeling ENG V	Struct ENG V	Elect ENG V	I&C ENG IV	Mech ENG III	Arch ENG III	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
Compile conformance project drawing copies for City												-	$ -			$ -	$ -	$ -	
Total	-	49	16	132	64	76	40	72	24	40	24	537	$ 36,868	$ 6,150	$ 9,000	$ 54,542	$ 14,146	**$ 120,706**	**$ 120,706**
Total Direct Labor Dollars by Staff		$ 4,379	$ 1,551	$ 8,415	$ 4,080	$ 5,273	$ 2,775	$ 4,995	$ 1,800	$ 2,250	$ 1,350							**TOTAL**	**$ 120,800**

Distribution Master Plan
Project 8 – Repurposing the South Main Street Pump Station as booster pump station
City of Bloomington, Illinois
2022 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Project Management																			**$ 12,175**
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		2		8		2						12	$ 827			$ 1,224.17	$ 297	$ 2,349	
Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		6		8		6						20	$ 1,462			$ 2,163.53	$ 526	$ 4,152	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.		12		8		6						26	$ 1,999			$ 2,956.73	$ 719	$ 5,674	
Design Phase																			**$ 87,644**
Kick-off Site Visit												-	$ -			$ -	$ -	$ -	
Geotech. Report												-	$ -			$ -	$ -	$ -	
Topographic Survey		1		4								5	$ 344		$ 3,500	$ 509.45	$ 124	$ 4,478	
WaterGems Modeling		2		8		32						42	$ 2,909	$ 6,000		$ 4,303.40	$ 1,916	$ 15,128	
Utility Coordination		1		16		2						19	$ 1,248			$ 1,846.47	$ 449	$ 3,543	
Preliminary Design Memo		4	4	16	24	8	12	32	8	16	8	132	$ 8,853			$ 13,096.95	$ 3,183	$ 25,133	
Preliminary Layout preparation, including coord. meetings		4	4	16	24	8	8	24	8	12	8	116	$ 7,795			$ 11,532.40	$ 2,803	$ 22,130	
Field verify piping locations vs. "As-Builts"		1		16								17	$ 1,109			$ 1,641.19	$ 399	$ 3,149	
Review Preliminary Layout Drawings with City		8		8	8	8	8	8	8	8	8	72	$ 4,900	$ 150		$ 7,249.06	$ 1,783	$ 14,082	
Compile Final Layouts												-	$ -			$ -	$ -	$ -	
Finalize Motor List & One Line Diagrams												-	$ -			$ -	$ -	$ -	
Prepare Final Layouts Phase Cost Opinion												-	$ -			$ -	$ -	$ -	
Review Final Layout Drawings with City												-	$ -			$ -	$ -	$ -	
Prepare Final Contract Documents to 95% completion level												-	$ -			$ -	$ -	$ -	
Internal QA-QC review and incorporation												-	$ -			$ -	$ -	$ -	
Update Cost Opinion												-	$ -			$ -	$ -	$ -	
Review 95% complete Drawings w/ City + incorp. comments												-	$ -			$ -	$ -	$ -	
Provide IEPA-permit documents to City												-	$ -			$ -	$ -	$ -	
IEPA permit approval of bidding documents												-	$ -			$ -	$ -	$ -	
												-	$ -			$ -	$ -	$ -	
Bidding Phase																			**$ -**
Issue bidding documents planholders												-	$ -			$ -	$ -	$ -	
Prepare for & attend Pre-Bid Conference												-	$ -			$ -	$ -	$ -	
Respond to bidders' questions												-	$ -			$ -	$ -	$ -	
Prepare & issue addenda												-	$ -			$ -	$ -	$ -	
Attend Bid Opening & evaluate bids												-	$ -			$ -	$ -	$ -	
Assemble Notice of Award & Proceed												-	$ -			$ -	$ -	$ -	
Print Executed Copies & Owner copy												-	$ -			$ -	$ -	$ -	
Letter of award recommendation												-	$ -			$ -	$ -	$ -	
Compile conformance project manual copies for City												-	$ -			$ -	$ -	$ -	

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	PM	QC	Civil	Proc	Modeling	Struct	Elect	I&C	Mech	Arch	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII	ENG VIII	ENG IV	ENG IV	ENG V	ENG V	ENG V	ENG IV	ENG III	ENG III								
Compile conformance project drawing copies for City												-	$ -			$ -	$ -	$ -	
Total	-	41	8	108	56	72	28	64	24	36	24	461	$ 31,447	$ 6,150	$ 3,500	$ 46,523	$ 12,198	**$ 99,818**	**$ 99,818**
Total Direct Labor Dollars by Staff		$ 3,664	$ 775	$ 6,885	$ 3,570	$ 4,995	$ 1,943	$ 4,440	$ 1,800	$ 2,025	$ 1,350							**TOTAL**	**$ 99,900**

REGULAR AGENDA ITEM NO. 9.G

FOR COUNCIL: April 25, 2022

SPONSOR: Administration Department

WARD IMPACTED: Ward 6

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 6. Prosperous Downtown Bloomington
-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
-Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments
-Objective 3c. Revitalization of older commercial homes
-Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: The City has reached a tentative agreement with 102 East, LLC for the company to invest a minimum of $4 million to renovate the building commonly known as the CII East building located at 102 East St. in Bloomington into much needed community housing. This building has remained vacant for years, has fallen into a severe state of disrepair and has had a significant number of code violations. It is an eyesore as motorists enter the City's downtown area from the south.

In addition to a complete renovation of the building exterior and addressing code violations, if approved, this project would add eight apartment units and 4 short term rental apartments of 1,245-1440 square feet and 5,600 square feet of private office space on the main floor. The City would agree to abate the incremental share of property taxes that will come as a result of this development while still collecting the amount collected in 2021, would waive its 6% Short Term Rental Tax and provide 20 parking spaces in the Lincoln Garage for 20 years.

The agreement is contingent on the developer finalizing an agreement with District 87 School District to abate its portion of incremental property taxes. As part of that agreement, the City would also agree to pay $4,000 per additional student to District 87 in the unlikely and unexpected event that more than one District 87 student lives in the building. The developer would have its abatement amount reduced by $4,000 per additional student and in no event would the abatement reduction and/or the amount paid to the School District by

the City exceed the total property tax that would be otherwise paid to the School District from its share of property taxes on the Subject Property. A copy of that draft agreement is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: City agrees to abate 100% of incremental property taxes, Short Term Rental Taxes and provide parking for 15 years.

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan Goals: ED-4 Enhance the image of Bloomington as a business-friendly community. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. ED-4.5 Identify and reduce barriers for local growth and economic development.

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:

Billy Tyus, Deputy City Manager	4/22/2022	Chris Tomerlin, Budget Manager	4/22/2022
Jeffrey R. Jurgens, Corporation Counsel	4/22/2022	Tara Henry, Legislative Assistant	4/22/2022

Attachments:

- ADM 2B Ordinance_CII East Development Agreement
- ADM 2C CII East Development Agreement
- ADM 2D Draft CII East - District 87 Tax Abatement Agreement 4.22.22

ORDINANCE NO. 2022 - ___

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND 102 SOUTH EAST, LLC FOR THE REDEVELOPMENT OF CII EAST AND AUTHORIZING THE CITY MANAGER TO EXECUTE A TAX REBATE AGREEMENT BETWEEN BLOOMINGTON PUBLIC SCHOOL DISTRICT 87, THE CITY AND 102 SOUTH EAST, LLC

WHEREAS, the City of Bloomington, McLean County, Illinois (the "City"), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all the affected taxing districts and provide new job opportunities for its citizens; and,

WHEREAS, 102 South East, LLC, an Illinois Limited Liability Company (hereinafter "Developer") has a contract to purchase the parcel of land located at 102 S. East Street in Bloomington, Illinois (the "Subject Property"); and,

WHEREAS, the Developer is acquiring the Subject Property with the intent to: (i) abate the property maintenance code violations; (ii) construct, maintain and make available for rent eight (8) apartment rental units; (iii) construct, maintain and make available four short-term rental (4) living units; and (iv) construct, maintain and make available approximately 5,600 square feet of private office space on the main floor of CII East (the "Project"); and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to support the Project as set forth in the attached Development Agreement.

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

Section 1. That the Development Agreement by and between the City of Bloomington, McLean County, Illinois and 102 South East, LLC, attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City. The City Manager is further authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 2. In accordance with the Development Agreement, the City Council hereby approves and authorizes the City Manager to enter into and execute a Tax Abatement Agreement between Bloomington Public School District 87, the City of Bloomington, and 102 South East Street, LLC, in relation to the abatement of the School District's taxes and the City's obligations to assist in a limited basis with the impact of more than one student residing on the property.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. To the extent any provisions of this Ordinance or the agreements conflict with any other ordinances or resolutions, this Ordinance and the provisions of the agreements shall control.

Section 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 5. This ordinance shall be effective after immediately after the date of its publication as required by law.

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

PASSED this 25th day of April 2022.

APPROVED this ___ day of April 2022.

CITY OF BLOOMINGTON	**ATTEST**
_____	_____
Mboka Mwilambwe, Mayor	Leslie Smith-Yocum, City Clerk

EXHIBIT A
Project Development Agreement

PROJECT DEVELOPMENT AGREEMENT

This Project Development Agreement (the "Agreement") is made and entered into this ___ day of April, 2022, by and between the City of Bloomington, an Illinois home-rule municipal corporation (hereinafter "City"); and 102 SOUTH EAST, LLC, an Illinois limited liability company (hereinafter "Developer").

RECITALS

A. Developer has a contract to purchase the property located at 102 S. East Street, legally described on Exhibit A, and known as CII East (hereinafter "CII East" or "Property"). The seller of the Property is a private entity, not a public body or governmental entity.

B. Developer submitted a proposal to complete a project consisting of among other things the following: (i) abatement of all property maintenance code violations at CII East by the proposed redevelopment; (ii) constructing, maintaining and making available for rent eight (8) apartment rental units; (iii) constructing, maintaining and making available four short-term rental (4) living units; and (iv) constructing, maintaining and making available approximately 5,600 square feet of private office space on the main floor of CII East (collectively, the "Project"). Plans for the Project are set forth in Exhibit B and a more formal description of the Project is set forth in Section 1.

C. The costs for the Project are anticipated by the Developer to exceed $4,000,000.

D. The City has reviewed the proposed Project and believes it will add jobs, increase property values and address various needs associated with the City's downtown.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **<u>Definitions</u>.** As used in this Agreement:

1.1. "City" means the City of Bloomington

1.2 "Director" means the Director of Economic & Community Development for the City of Bloomington.

1.3 "Incremental Property Tax" means for each year of abatement, the property tax proceeds generated from the Property due to the City, in excess of $1,822.59.

1.4. "Project" means the following:

1.4.1. Abatement of Property Code Violations. All property maintenance code violations currently associated with the Property will be abated by substantial completion of the Project.

1.4.2 Redevelopment of CII East. The CII East building will be redeveloped into a mixed-use private development, including the provision of 5,600 square feet of private office space on the ground floor. The remaining floors of the CII East building will be redeveloped into approximately 1,245 – 1,440 square feet units of private residential living and/or rental space as set forth in Section 1.4.2.1 below.

1.4.2.1 Residential Space. The second, third and fourth floors of the CII East building will be redeveloped, designed, constructed and used as private

residential living space. This includes eight (8) different apartments consisting of 1,245 – 1,440 square feet. In addition, the development will add another four (4) short-term rental apartments consisting of 1,245 – 1,440 square feet. Nothing herein, however, shall preclude the Developer from providing a different mix of traditional residential living space and short-term rental apartments as long as floors 2 – 4 are dedicated to private residential and/or short-term residential rental space.

1.5. "Project Costs" means the expenses that are ordinary and necessary to get the Project in place and condition for its intended use including without limitation property acquisition costs, professional services, materials and labor, all calculated in accordance with Generally Accepted Accounting Principles.

1.6 "Project Site" means 102 S. East Street in the City of Bloomington, Illinois.

1.7 "Property Tax Abatement" means the portion of the City's property tax applicable to the Property.

1.8 "Substantially Complete" means the Project has received all of the necessary certificates of occupancy under the codes of the City.

2. <u>Developer's Obligations</u>. The Developer shall meet and comply with each of the obligations set forth in this Section 2 and all subsections.

2.1 The Developer shall acquire title to the Property no later than July 1, 2022. Proof of title shall be provided to the City within 30 days of acquisition and Developer shall maintain title throughout the duration of this Agreement.

2.2 The Developer is obligated to commence construction of the Project no later than September 1, 2022.

2.3 The Developer shall be obligated to substantially complete the Project, as set forth in this Agreement, by June 1, 2023, unless written consent allowing for a different completion date is provided by the City.

2.4 The Developer commits to investing $4,000,000.00 in Project Costs for the Project.

2.5 The Developer shall continuously operate, throughout the duration of this Agreement, the Property as a mixed-use private development, including specifically the provision of private office space on the ground floor and private residential uses on the second, third and fourth floors, as described in Section 1.4.

2.6 The Developer shall be obligated to keep the Property free of property maintenance code violations.

2.7 The Developer must timely pay all property taxes associated with the Property and keep it free of liens.

2.8. Prevailing wages.

2.8.1. The Parties acknowledge and agree that the Project is not a "public work" under the Illinois Prevailing Wage Act (820 ILCS 5/) ("PWA"); the Property is not, and will not be, publicly-owned property; the Developer is not a "public body" under the PWA; no public funds are being used for construction work (as the term "Construction" is defined in the PWA and as the term "public funds" is used in the PWA) on the Project; and the project is not "directly supported by public funds." This provision shall be controlling with respect to City requirements related to the PWA. As such, the Developer shall have no obligation to pay prevailing wages under the PWA or any local ordinance and/or resolution for work performed on the Project. The Developer agrees to comply with any changes to the PWA.

3. **City's Obligation to Provide Incentives**. In exchange for and contingent upon Developer meeting the obligations set forth in Section 2, and upon compliance with Section 4, the City shall provide the incentives outlined in this Section 3.

3.1. Property Tax Abatement. On an annual basis, for fifteen (15) years, starting with the 2023 tax year, payable in 2024, and ending with the 2037 tax year, payable in 2038, the City shall take all necessary actions to abate the City's Incremental Property Tax (i.e., any property tax over $1,822.59) generated by the Property in the following tax year. For example, if in 2023 the property tax paid to the City on the Property was $2,500, the City will pass a property abate ordinance for the property in the amount $677.41 in 2024. The City's property tax abatement required herein will always be based on the increment for the individual tax year over the current tax of $1,822.59.

3.2. Short Term Rental Tax. The City shall waive the collection and reimbursement of its Short Term Rental Tax through March 1, 2037, and the City shall take any action to effectuate the intent of this waiver and if a waiver is not possible, the City shall rebate said tax to the Developer at Developer's option.

3.3 Parking Spaces. The City agrees to make available to Developer, at no cost, twenty (20) parking spaces in the Abraham Lincoln Parking Garage ("Garage") from the date the Project is Substantially Complete through March 1, 2037, contingent on the continued operation of the Garage. If the Garage is not operational through March 1, 2037, the City and Developer shall work together in good faith to find other parking accommodations. The Parties agree that the Garage is entirely separate and distinct from the Property and Project Site, and that no construction will be performed at the Garage under this Agreement.

3.4 School District Abatement. Developer will be seeking a separate property tax agreement with School District 87 related to the same project. City agrees to be a party to said agreement for the purpose of offsetting a portion of the costs of students (in excess of one student living on the Project Site) as set forth in that agreement. Although this agreement will be for a 10-year period based on statutory requirements, the City acknowledges the Developer needs the agreement with the School District 87 to be for 12 years to make the project viable. Accordingly, the City affirms it is and will be supportive of a two-year extension, for a total of a 12 year abatement from School District 87.

4. <u>Incentive Documentation/Inspection Requirements</u>.

4.1 To receive the incentives outlined in Section 3, the Developer must, in a timely manner after the Project is Substantially Complete, submit to the Director a written Project Cost Certification, setting forth Project Costs of at least $4,000,000.00 for the entire Project. The Project Cost Certification must be accompanied by such bills, invoices, lien waivers, or other evidence that the City reasonably requires, documenting the Project Cost. The Developer's failure to deliver the Project Cost Certification in a timely manner shall not preclude reimbursement but only delay it until it is submitted and approved by the City.

4.1.1 As soon as reasonably practical after receiving the Project Cost Certification, the Director shall review it. If the Director determines that the Project Cost Certification property sets forth a Project Cost of at least $4,000,000.00, then the Director shall approve the Project Cost Certification. If the Project Cost Certification is not approved by the Director, then the Director shall provide the Developer with a detailed explanation, in writing, as to why the Project Cost Certification was disapproved. The Developer may resubmit any such Project Cost Certification with any additional documentation or verification to document such Project Cost denial.

4.2. In order to receive the incentives under Section 3, the Developer must provide documentation to the City, as requested, to evidence the use of the Property as set forth in Section 2.5.

4.4. Developer shall make available to City, upon reasonable advance notice, the Property for inspection to ensure compliance with Section 2.5 and Section 2.6.

5. <u>Developer's Representations</u>.

5.1. The Developer represents that it is an entity authorized to do business in the State of Illinois.

5.2. The Developer represents that it meets high standards of creditworthiness and financial strength by specific evidence of equity investment of not less than 10% of the total costs of the redevelopment.

6. <u>Limited liability</u>.

6.1. Nothing in this Agreement is to be interpreted as an obligation of the City to share with or pay to the Developer any tax revenue.

6.2. No official, employee, or agent of the City is personally liable to the Developer for any obligation under this agreement.

7. <u>Indemnification</u>.

7.1. If any third-party institutes any legal proceedings against the City that relates to the terms of this Agreement, then the Developer shall indemnify and hold harmless the City and all of its officers, employees, and agents from any and all such proceedings, so long as such proceedings are directly attributable to any act or omission by the Developer or any of its

officers, employees, and agents. Further, the Developer, upon receiving notice from the City of such a proceeding, shall assume, fully and vigorously, the entire defense of that proceeding and any and all costs and expenses of whatever nature relating thereto, but the Developer may not settle the legal proceeding without the City's written consent and even then only so long as the settlement does not involve an admission of wrongdoing on the part of the City or any liability on the part of the City, monetary or otherwise.

7.2. If the City, in its sole discretion, determines that there is, or may be, a conflict of interest between the City and the Developer (i) on an issue of material importance to the City or (ii) that may reasonably have a potentially substantial adverse effect on the City, then the City has the option of being represented by its own legal counsel If the City exercises this option, then the Developer shall reimburse the City, from time to time on written demand and notice of the amount due, for any and all reasonable costs and expenses incurred by the City in connection with the representation, including court costs, attorneys' fees, and witness' fees.

7.3. The indemnification under this Section 7 does not apply to the extent any damage is caused by the negligence or willful misconduct of City or its officers or agents.

8. <u>Defaults</u>.

8.1. Any or all of the following will constitute a default event ("Default Event") by the Developer under this Agreement:

8.1.1. Failure to comply with any material covenant, warranty, or obligation set forth in this Agreement, including but not limited to any of the obligations set forth in Section 2, which is not cured within thirty (30) days after written notice from the City.

8.1.2. Any untrue or incorrect material representation made by the Developer in this Agreement or in any certificate, notice, demand, or request made by the Developer that is relied upon by the City to its detriment.

8.1.3. The Developer:

8.1.3.1. becomes insolvent;

8.1.3.2. is unable or admits, in writing, its inability to pay debts as they mature;

8.1.3.3. makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any such amount of its property; or

8.1.3.4. is adjudicated bankrupt.

8.2. Upon the occurrence of a Default Event, the City may terminate this Agreement, and the City is relieved of any further obligations arising under the Agreement, and the Developer is released from its obligations arising under this Agreement.

8.3. The City is considered to be in default if it fails to meet its obligations under Section 3 or fails to comply with any other material term or provision of this Agreement. If such a

default occurs, then the Developer may notify the City of the default in writing and allow thirty (30) days for the City to cure the default. The City's failure to cure the default does not relieve the Developer of its obligations under this Agreement. In the event of a default by the City, the Developer is entitled to seek specific performance.

9. **Waivers.**

9.1. The parties may waive any provision in this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced.

9.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, operates as a waiver of any right, remedy, or condition.

9.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

10. **Assignment.** The Developer may not assign this Agreement without the written consent of the City.

11. **Choice of law; jurisdiction.**

11.1. This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois.

11.2. Any litigation filed by one party against the other party and involving this Agreement must be filed and litigated in the Circuit Court of McLean County, Illinois.

12. **Construction.** This Agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.

13. **Recitals.** The Recitals are hereby incorporated into this Agreement.

14. **Notice.** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

Notice to the Developer shall be addressed as follows:

102 SOUTH EAST, LLC
Attn: [insert]
[insert street address]
[insert city, state, zip]

Notice to the City shall be addressed as follows:

City of Bloomington
Attn: City Manager

115 E. Washington, Suite 402
Bloomington, IL 61701

15. **No legal relationship.** This Agreement does not create any legal relationship between the Developer and the City (such as a joint venture or partnership) with regard to the Project.

16. **Approvals.** The City shall not unreasonably withhold, delay, or condition any approval or consent that it is authorized to make under this Agreement. Unless otherwise specified in this Agreement, the city manager of the City is hereby authorized to grant or deny any requested approval or consent under this Agreement.

17. **Amendments.** This Agreement may be amended only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

18. **Third parties.** Nothing in this Agreement is intended to confer any right or remedy on any person other than the City and the Developer, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the City or to the Developer, nor to give any such third person any right of action or subrogation against the City or the Developer.

19. **Final agreement.** This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this Agreement. In entering into this agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

20. **Surviving provisions.** Any provision of this Agreement that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled.

21. **Contingency.** The enactment of this Agreement is contingent upon Bloomington Public School District 87 ("District 87") adopting an agreement with the Developer approving a property tax abatement of the District's Property Tax Increment as defined in a separate agreement., and upon other terms agreeable between the Developer and the District. If Developer desires to nullify this Agreement with the City under this contingency, Developer must do so by written notice to the City of Developer's inability to obtain an agreement with District 87 by July 1, 2022.

22. **Term.** The term of this Agreement begins on the date set forth in the introductory clause and shall end on December 31, 2038.

23. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which, together, constitute the same instrument. If any signature is delivered by facsimile or by email of a ".pdf" format data file, then that signature creates a valid and binding obligation of that party with the same force and effect as if the facsimile or ".pdf" signature page were an original.

CITY OF BLOOMINGTON, an Illinois municipal corporation

By: _____
Tim Gleason, City Manager

Attest: _____
Leslie Yocum, City Clerk

102 SOUTH EAST, LLC an Illinois limited liability company

By: _____

Attest: _____

By: _____

Attest: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

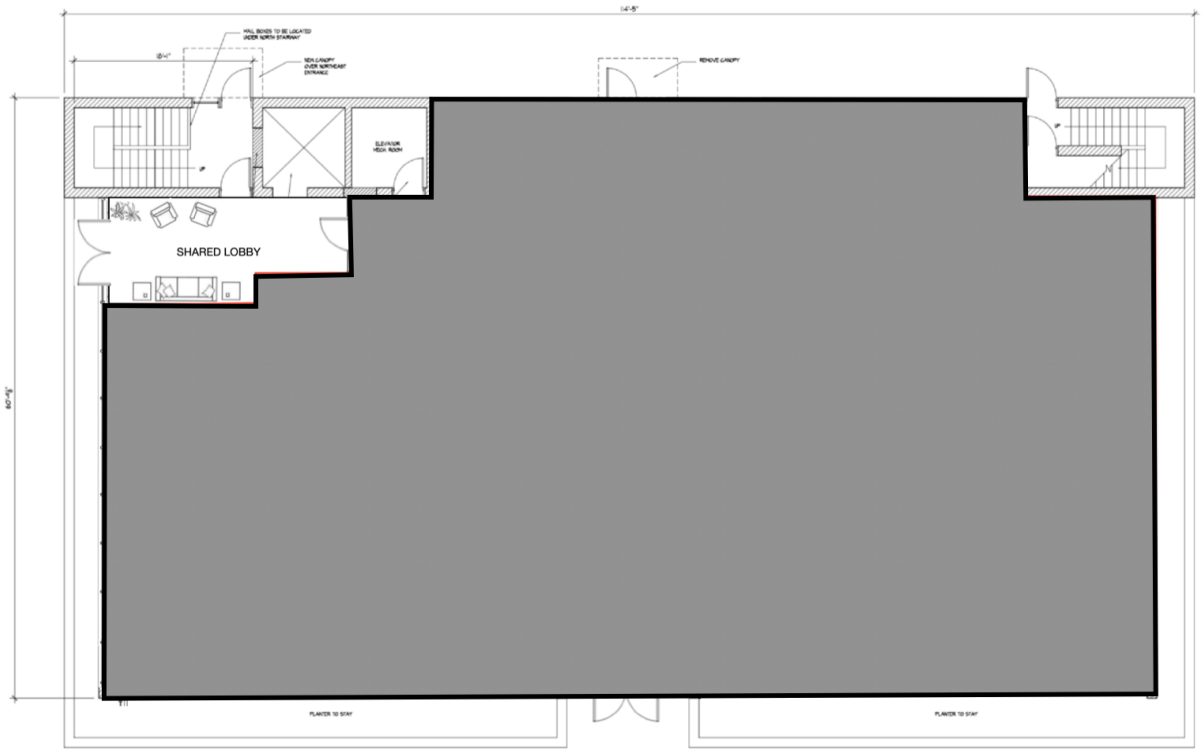
Lots 112 and 113, except the East 6 inches of Lot 112 in James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

Tax I.D. No. 21-04-345-005

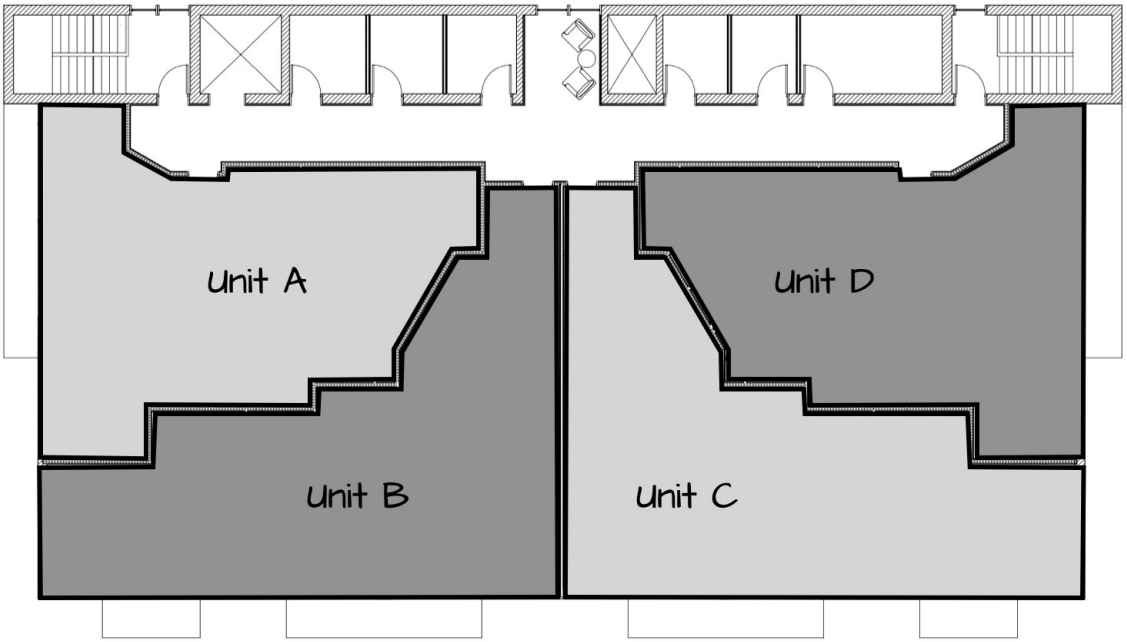
EXHIBIT B
PROJECT PLANS

1st Floor Commercial Plan

5,600 Sq. Ft.

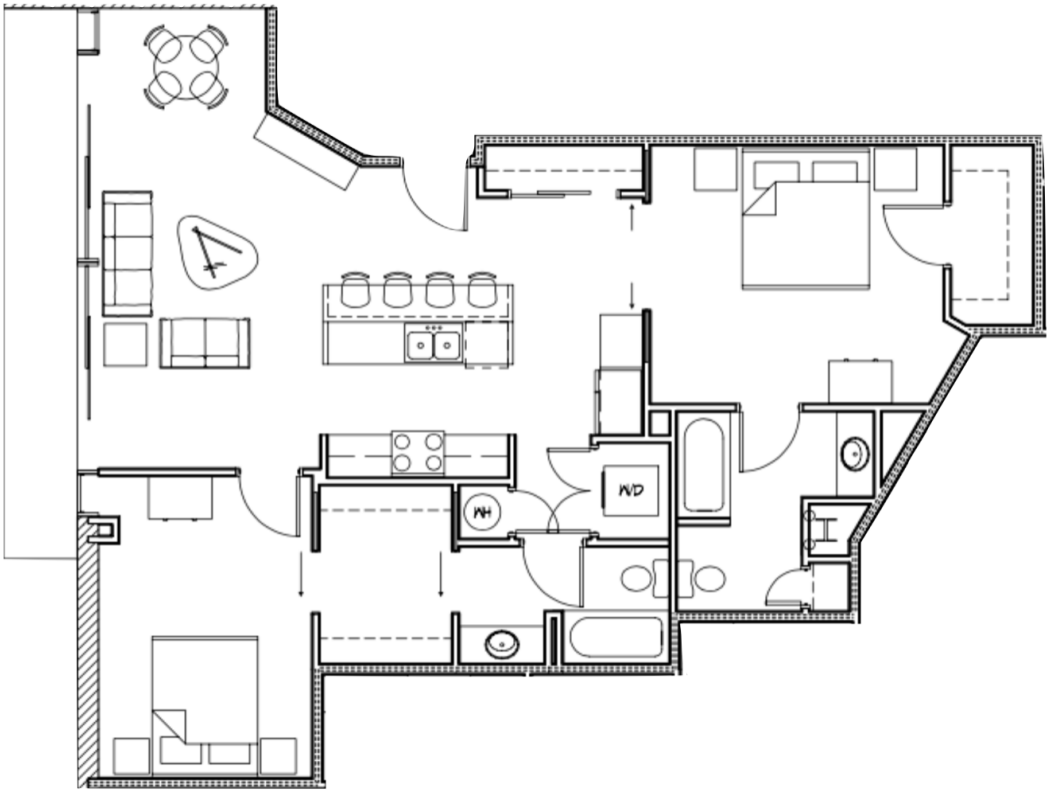


Floors 2-4 Residential Plan



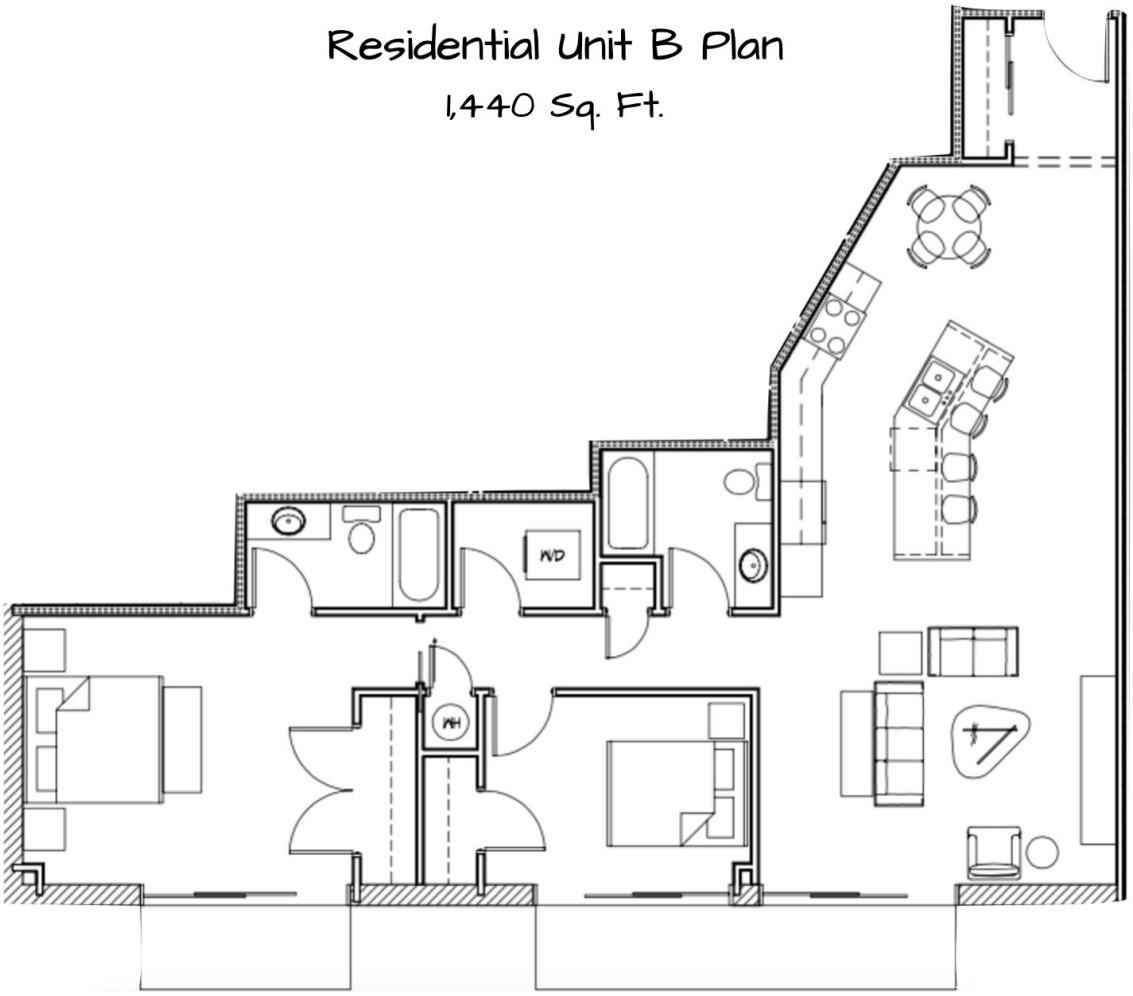
Residential Unit A Plan

1,265 Sq. Ft.



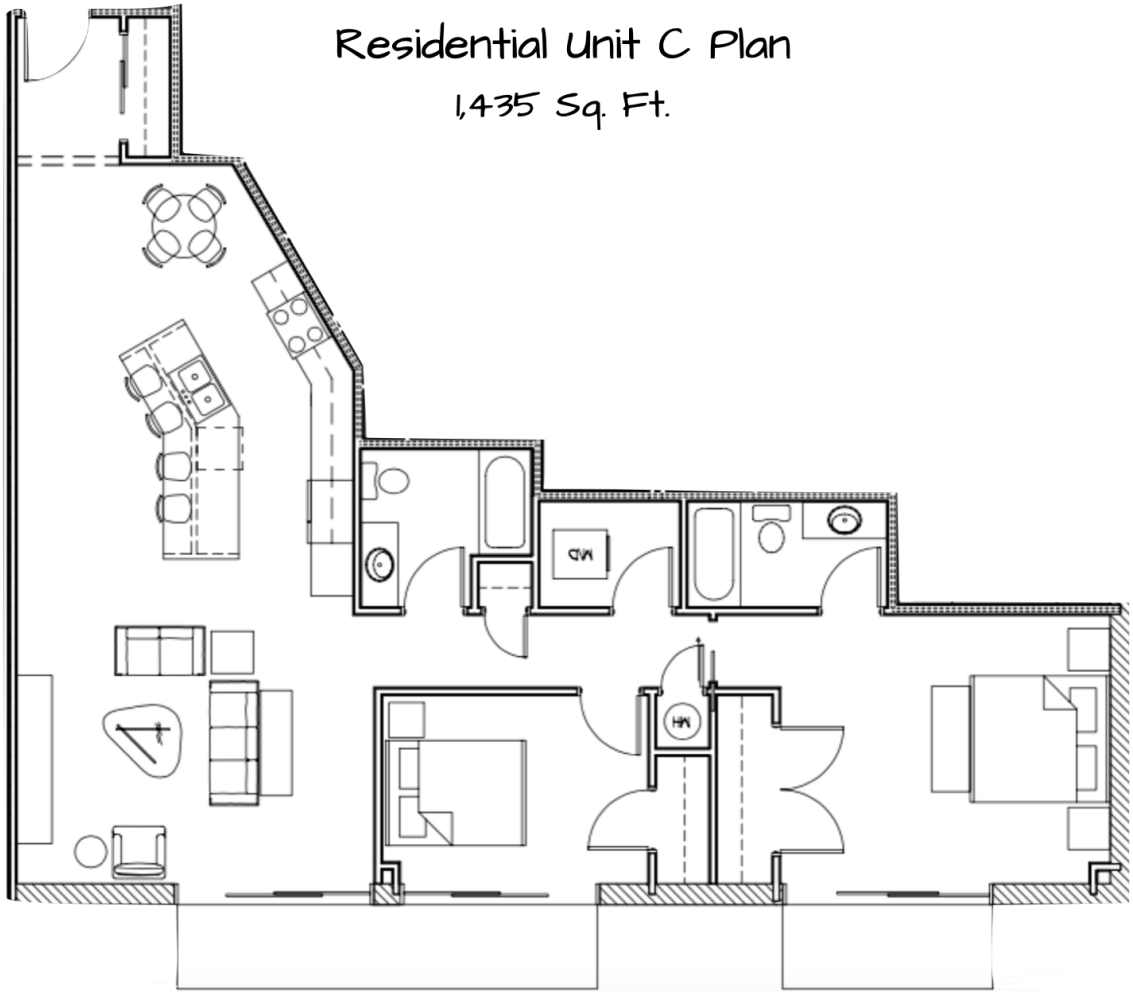
Residential Unit B Plan

1,440 Sq. Ft.



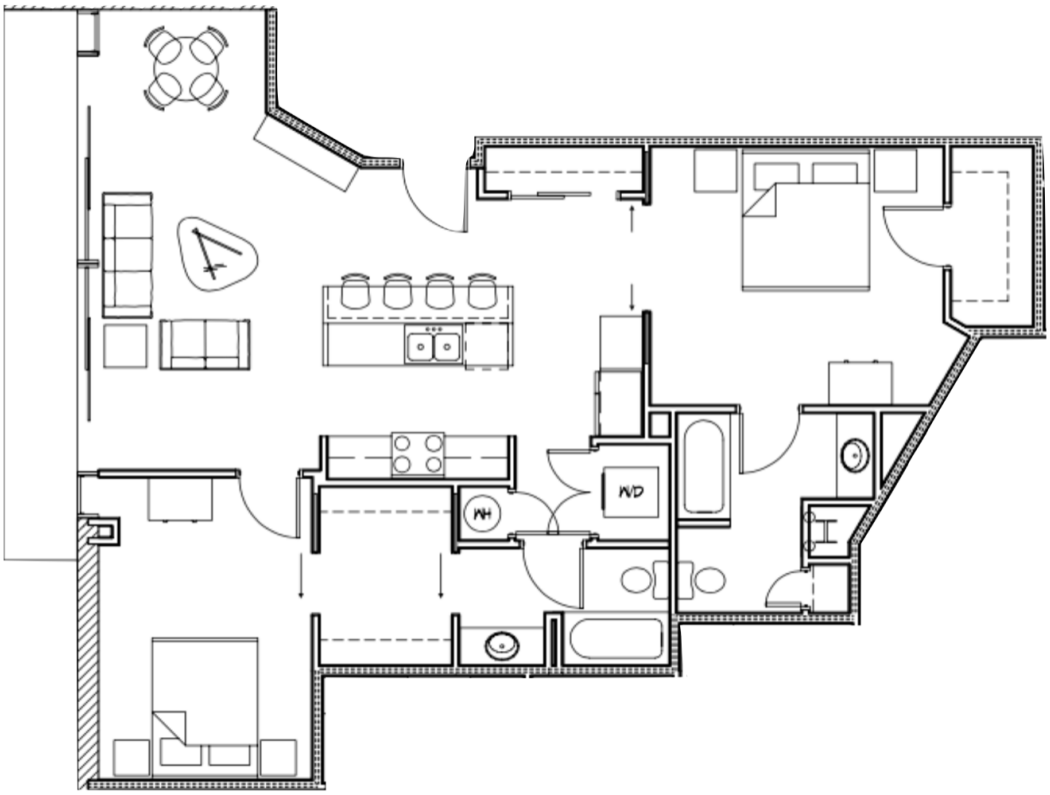
Residential Unit C Plan

1,435 Sq. Ft.



Residential Unit D Plan

1,245 Sq. Ft.



BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 87, THE CITY OF BLOOMINGTON & 102 SOUTH EAST, LLC

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made this ____ day of April, 2022, by and between the Bloomington Public Schools, District 87, McLean County, Illinois (hereinafter referred to as the "School District"), the City of Bloomington, Mclean County, Illinois (hereinafter referred to as the "City"), and 102 South East, LLC, an Illinois limited liability company (hereinafter referred to as the "Developer").

WHEREAS, the City and the Developer have entered a Project Development Agreement, which in part abates a portion of the City's property taxes for a period of time, a copy of which is attached hereto and incorporated herein as Exhibit A (hereinafter referred to as the "City Development Agreement"), relating to 102 South East Street, Bloomington, Illinois (hereinafter referred to as the "Subject Property"), which is to be redeveloped into a mixed-use office and residential living space (hereinafter referred to as the "Building"), and is located within the School District's territory.

WHEREAS, the Subject Property is identified as tax parcel 21-04-345-005, and has a current (Tax Year 2020 payable in 2021) equalized assessed value of $166,649.00.

WHEREAS, pursuant to the City Development Agreement, the Developer has submitted a plan for the renovation of the Building (hereinafter referred to as the "Project").

WHEREAS, the Developer has estimated that the Project shall require $4,000,000 of investment, including the cost of acquisition, to undertake and complete.

DRAFT

WHEREAS, the Developer and School District believe the Project will ultimately be advantageous to the School District and the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and increase in the property tax base.

WHEREAS, the Developer has requested real estate tax abatements on the part of the School District in addition to the City in order to undertake the Project and has advised the School District that without the real estate tax abatements, the Project would not be economically viable.

WHEREAS, the School District is willing to grant real estate tax abatements to the Developer in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings herein contained and other valuable consideration, the parties hereby agree as follows:

Section 1. The recitals set forth above are an integral part of this Agreement and are hereby incorporated into this Agreement.

Section 2. The School District hereby agrees to adopt a Resolution each year during the term of this Agreement, in the form attached hereto as Exhibit B (hereinafter referred to as the "Resolution"), directing the McLean County Clerk and the McLean County Treasurer to abate that portion of the real estate taxes levied by the School District against the Subject Property over and above the sum of $8,617.24 (the "Base Amount") for the following ten tax years subject to any reduction in the abatement amount as set forth in Section 5 below:

a. tax year 2023 payable in 2024;
b. tax year 2024 payable in 2025;
c. tax year 2025 payable in 2026;

d. tax year 2026 payable in 2027;

e. tax year 2027 payable in 2028;

f. tax year 2028 payable in 2029;

g. tax year 2029 payable in 2030;

h. tax year 2030 payable in 2031;

i. tax year 2031 payable in 2032;

j. tax year 2032 payable in 2033;

The School District agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements. The School District further agrees that it may adopt a subsequent tax abatement agreement for two more tax years at the option of the School District, abating the real estate taxes levied by the School District against the Subject Property over and above the sum of $8,617.24 (subject to reductions in the assessment amount as provided in Section 5 below) for the following additional tax years:

a. tax year 2033 payable in 2034;

b. tax year 2034 payable in 2035;

Section 3. The Developer hereby agrees, on or before June 1, 2023, to redevelop and reconstruct the Building located on the Subject Property into a mixed-use development, including the provision of 5,600 square feet of private office space on the ground floor. The remaining floors of the CII East building will be redeveloped into eight (8) different apartments consisting of 1,245 to 1,440 square feet each for a total investment of no less than $4,000,000.00.

Section 4. The Developer shall comply with the terms of the City Development Agreement, including, but not limited to the requirement to submit the following to the City: paid invoices, bills, contracts, lien waivers or other evidence as may be requested

by the City to demonstrate an investment of no less than $4,000,000.00 to complete the Project.

Section 5. The parties agree that the abatement amount is based on no more than one School District student residing in the Building. In the event there is more than one School District student residing in the Building during any school year, then the abatement amount shall be reduced and the City shall compensate the School District as set forth in this Section.

The School District has a fiscal year that starts on July 1 and ends on June 30 (hereinafter referred to as a "School Year"). On or before the end of each School Year during the term of this Agreement, the School District shall certify as to the number of enrollment days for each School District student residing in the Building during the School Year. The enrollment days shall be used to determine the prorated number of School District students that resided in the Building during the School Year. In the event that the prorated number of School District students that resided in the Building during the School year is more than one, then the abatement amount shall be reduced (the prorated number of students exceeding one student shall hereinafter be referred to as "Additional Students"). The abatement reduction shall equal the sum of $4,000 multiplied by the number of Additional Students. The abatement reduction shall be applied to the tax year that includes the end of the School Year. For example, if there are Additional Students in the School Year ending June 30, 2025, the abatement reduction shall be applied to the 2025 tax year payable in 2026.

Additionally, each year during the term of this Agreement, the City agrees to pay the School District the sum of $4,000 multiplied by the number of Additional Students.

The City shall make this payment to the School District not more than 90 days form the end of the applicable School Year. In no event shall the abatement reduction and/or the amount paid to the School District by the City exceed the total property tax that would be otherwise paid to the School District from its share of property taxes on the Subject Property.

Section 6. This Agreement is subject to termination by the School District after sixty (60) days written notice to the Developer at any time during the term of this Agreement, in the event of the following:

1. The Developer has failed to demonstrate that it has invested at least $4,000,000.00 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction costs and fees, and equipment (purchased and installed) on or before July 1, 2023.

2. The Developer has failed to substantially complete the Project, as set forth in this Agreement, by June 1, 2023, unless written consent allowing for a different completion date is provided by the City and District.

3. The Developer is in default under the terms of this Agreement or the Developer is in default under the terms of the City Development Agreement or the City Development Agreement is terminated for any reason.

Section 7. The Developer covenants and agrees, warrants and represents that it shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Subject Property.

Section 8. In the event this Agreement is terminated due to the Developer's breach of any provision of this Agreement, then all taxes abated by the School District pursuant to this Agreement shall be repaid to the School District within thirty (30) days

of School District's request therefore. Additionally, the School District shall direct the McLean County Clerk and the McLean County Treasurer not to abate any of the School District's property tax levies on the Subject Property.

Section 9. The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

Section 10. This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, actin or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party, its attorney's fees, court costs, and other costs of litigation.

Section 11. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 12. Any notice required under this Agreement shall be given to the respective parties as follows:

To the Developer:

102 SOUTH EAST, LLC
Attn: [insert]
[insert street address]
[insert city, state, zip]

To the School District:
Superintendent
Bloomington Public Schools
PO Box 249
Bloomington, IL 61702-0249

with a copy to:

John L. Pratt
Pratt and Pratt, P.C.
217 E. Washington Street
Bloomington, IL 61701

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

Bloomington Public Schools, District 87, McLean County, Illinois ("School District")

By: _____
Mark Wylie, President of the Board of Education

Attest:

_____
Wilma Gleason, Secretary of the Board of Education

City of Bloomington, McLean County, Illinois ("City")

By: _____
Tim Gleason, City Manager

Attest:

_____
Leslie Yocum, City Clerk

102 SOUTH EAST, LLC, an Illinois Limited Liability Company ("Developer")

By: _____

_____Its _____