



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MARCH 28, 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 - Jamie Mathy
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, MARCH 28, 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. Recognition/Appointments
 - A. Proclamation recognizing WZND Day, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - 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, as requested by the Police Department. (*Recommended Motion: None; presentation only.*)
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person 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.
7. Consent Agenda
 - 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.*)
 - 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.*)
 - C. Consideration and action to approve the Purchase of three (3) Heavy Duty Rear Loaders from McNeilus Truck Manufacturing Co., using the Sourcwell 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.*)
 - 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.)*
- 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.)*
 - 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.)*
 - 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.)*
 - 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.)*
 - 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. *(Recommended Motion: The proposed Ordinance be approved.)*
 - 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.)*
 - 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.)*
 - 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.)*
 - 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.)*
 - 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.)*

- 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.)*

8. Public Hearing

- A. Public Hearing for the FY2023 Proposed Budget, as requested by the Finance Department. *(Recommended Motion: None; presentation and public hearing only.) (Presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council discussion, 5 minutes.)*

9. Regular Agenda

- A. Presentation and discussion of the Public Safety and Community Relations Board (PSCRB) Annual Report, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Dr. Ashley Farmer, Chair, PSCRB; Michael Hurt, Chief Diversity and Inclusion Officer; Chad Wamsley, Assistant Police Chief, 10 minutes; and City Council discussion, 10 minutes.)*
- 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. *(Recommended Motion: 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) (Presentation by Eric Veal, Director of Parks, Recreation, and Cultural Arts, 10 minutes; and City Council discussion, 10 minutes.)*
- 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. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeanne Hamilton, Library Director and Scott Rathbun, Finance Director, 5 minutes; and City Council discussion, 5 minutes.)*
- 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. *(Recommended Motion: The proposed Agreement be approved.) (Presentation by Scott Rathbun, Finance Director, 10 minutes; and City Council discussion, 10 minutes.)*

- 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. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council discussion, 5 minutes.)*
- F. Consideration and action on a Resolution Approving a Policy Relative to Redistricting (2020 Census), as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Jeffrey R. 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 - Cite Section

15. Adjournment

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: March 28, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

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 Ryus, Deputy City Manager

3/23/2022


Amanda Stutsman, Deputy Clerk

3/23/2022

Attachments:

- ADM 1B WZND Day Proclamation

PROCLAMATION
In Recognition of WZND Day
April 1, 2022

WHEREAS, WZND will be celebrating its 41st Anniversary on April 1, 2022; and

WHEREAS, WZND continues to provide music, news, and sports coverage to the community and valuable professional experience for students both on the air and behind the scenes; and

WHEREAS, WZND emcees Illinois State University events including Welcome Week, Winter Fest, and Festival ISU and is the flagship station for Redbird Volleyball, Baseball, and Softball; and

WHEREAS, WZND devotes nearly 120 hours of airtime annually to community service and has raised over \$50,000 for its philanthropy work for Illinois State University's Child Care Center; and

WHEREAS, WZND is nationally recognized and has won over 500 national, regional, state, and local awards and scholarships through the years, most recently being recognized as the 2022 Signature Station by the Broadcast Education Association.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington do hereby proclaim April 1, 2022, as

WZND DAY

I ask the residents of Bloomington, Illinois to join with me in a salute to WZND for giving McLean County hours of enjoyable listening and for their commitment to our community.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor



Leslie Yodum

Leslie Yodum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B

FOR COUNCIL: March 28, 2022

SPONSOR: Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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, as requested by the Police Department.

RECOMMENDED MOTION:
None; presentation only.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Recognizing the completion of the probationary period for Police Officers Nicholas VanWaes, Samantha Berry and Hector Melchor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

Reviewed by:

Handwritten signature of Jamal A. Simington in black ink.

Jamal A. Simington, Police Chief

3/14/2022

Handwritten signature of Amanda Stutsman in black ink.

Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- POL 1B VanWaes Commission Certificate
- POL 1C Berry Commission Certificate
- POL 1D Melchor Commission Certificate

City of Bloomington



City Hall & Police Station Circa 1882

Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Nicholas D VanWaes

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the twenty-fourth of August, two thousand and twenty.
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe
Mayor

Jamal Simington
Chief

Tim Gleason
City Manager

Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Samantha N Berry

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the twenty-fourth of August, two thousand and twenty.
As Evidence thereof, we set our hand and seal*

Aboka Mwilambwe
Mayor

Jamal Simington
Chief

Tim Gleason
City Manager

Leslie Vocum
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

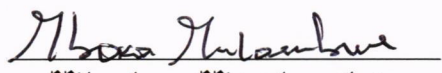
*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Hector Melchor

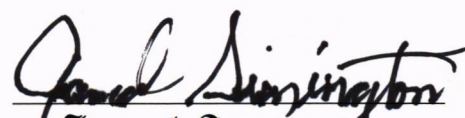
*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the fourth of May, two thousand and twenty.
As Evidence thereof, we set our hand and seal*


Aboka Mwilambwe
Mayor


Tim Gleason
City Manager


Jamal Simington
Chief


Leslie Horum
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: March 28, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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:

 
Amanda Stutsman, Deputy Clerk 3/24/2022 Amanda Stutsman, Deputy Clerk 3/24/2022

Attachments:

- CLK 1B Draft 02-28-2022 Council Minutes - Regular Session



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

The City Council convened in regular session virtually via Zoom conferencing with Mayor Mboka Mwilambwe, the City Manager, Tim Gleason, and Deputy City Clerk, Amanda Stutsman, in-person in Government Center Chambers at 6:00 p.m., Monday, February 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	Remote	
Donna Boelen	Council Member, Ward 2	Remote	
Sheila Montney	Council Member, Ward 3	Remote	
Julie Emig	Council Member, Ward 4	Remote	
Nick Becker	Council Member, Ward 5	Remote	
De Urban	Council Member, Ward 6	Remote	
Mollie Ward	Council Member, Ward 7	Present	
Jeff Crabill	Council Member, Ward 8	Present	
Tom Crumpler	Council Member, Ward 9	Remote	

Recognition/Appointments

A. Recognition of Appointments to Various Boards & Commissions

Amanda Stutsman, Deputy City Clerk, recognized the appointment of Barbara Singer to the Connect Transit Board and Anna Patino to the Planning Commission.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment aloud. No emailed public comment was received. The following individuals in-person public comment: (1) Matthew Toczko; (2) Melissa Newbill; (3) Gary Lambert; (4) Monica Springer; (5) Noah Anderson; and (6) Scott Stimeling. The following individuals provided remote public comment: (1) Robert Garcia; (2) Karla Bailey-Smith; and (3) Ravi Duvvuri. Carol Koos and Georgene Chissell registered for virtual public comment but not present at the time of the meeting.

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 Crumpler, that the Consent Agenda, including all items listed below, be approved as presented with the exception of Item 7.D.

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 January 24, 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 \$6,927,353.06, 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 the Annual Software Subscription for Software Licensing, Hosting, and Maintenance Renewal for the Kronos Time Keeping Solution/Workforce Management Suite and Workforce TeleStaff software including equipment support services, in the amount of \$137,448.59, as requested by the Information Technology Department and the Human Resources Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.D. was pulled from the Consent Agenda by Council Member Crabill.

Item 7.E. Consideration and action to approve the Proposal and Agreement for Geotechnical Engineering Services for the O'Neil Park & Pool Project, as requested by the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Proposal and Agreement be approved.)

Item 7.F. Consideration and action on a Resolution Approving Release and Retention of Executive Session minutes, as requested by the City Clerk Department. (Recommended Motion: The proposed Resolution be approved.)

Items Pulled from Consent Agenda

Item 7.D. Consideration and action to approve 1) the Purchase of seven (7) Ford Police Interceptor Utility Hybrid Vehicles through the State of Illinois Joint Purchase Contract (#19-416CMS-BOSS4-P-11453) from Morrow Brothers Ford, in the amount of \$378,795, and 2) the Disposal of the replaced units by public auction, as requested by the Public Works Department and the Police Department.

Council Member Crabill explained that he pulled the item to highlight the purchase of 7 police vehicles that had idol-reduction technology. He discussed his interests to contribute to a greener fleet and provided a brief overview of the process. He then reported on the various benefits to the environment and the fuel cost savings to the City with the use of the technology. He hoped more City vehicles would be purchased with it in the future.

Council Member Crabill made a motion, seconded by Council Member Ward, that the proposed Purchase and Disposal 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.

Regular Agenda

The following item was presented:

Item 8.A. Presentation by Heartland Community College President, Dr. Keith Cornille, on the College's recent receipt of a \$1 million Workforce Equity Initiative Grant, as requested by the Administration Department.

Dr. Keith Cornille, President of Heartland Community College (“HCC”), recognized multiple individuals who were essential in the development of the program. He discussed how they identified needs, with a focus on education, based on zip codes. He provided an overview of the information gathering process since 2018 that focused on education level statistics. He listed various statistics of education and how they identified areas of need.

Terrance Bond, Assistant to the President and the Chief Equity, Diversity, and Inclusion Officer at HCC, explained the Workforce Equity Initiative (“WEI”) was an innovative partnership with the Illinois Community College Board, Grand-Funded Consortium Colleges, and the Illinois Legislative Black Caucus. He reported that HCC received \$1.05 million Workforce Equity Initiative Grant (“WEI Grant”) for the WEI program. He listed the goals for the HCC’s WEI program for 2022. Mr. Bond went on to describe how HCC could increase participation and remove barriers to higher education while fostering growth within the community.

Dr. Cornille discussed the intended outcomes of the program and HCC’s intent to further their partnerships to enhance the desired workforce and increase employment opportunities locally.

Council Member Boelen supported the program and asked if there were additional sources of funding in addition to the WEI Grant. Dr. Cornille explained that other businesses and organizations supported the WEI program through goods and services. He anticipated additional involvement of more organizations in the future.

Council Member Boelen and Mr. Bond discussed the opportunity to reapply for the Illinois State funded grant but, that there was no guarantee HCC would receive it.

Council Member Emig supported the program and asked for additional details on wrap around services for their students. Mr. Bond noted multiple resources and highlighted that childcare services were available while students attended courses. Dr. Cornille reported that HCC had received a separate grant that focused on mental health through peer recovery. He then listed additional mental health resources available to students.

Council Member Becker and Mr. Bond discussed the targeted 30% above average living wage of graduates at \$17.50/hour. Dr. Cornille and Council Member Becker then discussed the incorporation of trade unions.

Council Member Becker recommended that HCC not to solely rely on the WEI Grant and to leverage local businesses as an additional funding source should the WEI Grant not be renewed. Dr. Cornille stated they would continue their efforts.

Council Member Urban supported the program and recommended a variety of local organizations as potential partnerships for the program. Mr. Bond thanked Council and expressed his excitement to grow the program and to work with other organizations.

Mayor Mwilambwe asked for additional details on the length of time to achieve the

short-term certificate programs. Dr. Cornille explained that while the timeline varied by program but consisted of a semester to one-year in length which could allow them to start in the industry and then they can build upon their education.

Mr. Bond provided examples of what a student could expect on a daily commitment.

The following item was presented:

Item 8.B. Consideration and action on a Resolution Approving the FY2023 John M. Scott Health Care Trust Grant Awards and Programmatic Agreements, in the Amount of \$929,705.89 for Category I and II Grants, as requested by the Economic & Community Development Department.

Council Member Mathy recused himself at 7:00 p.m. as he was a Board Member of the Community Health Care Clinic.

Tim Gleason, City Manager, introduced the item and then asked William Bessler, Grant Specialist with the City of Bloomington, to address Council.

Mr. Bessler thanked key individuals who were integral in the process. He highlighted the importance of the investment into the community and then introduced Kyana Wilkinson, John M. Scott Commission Secretary.

Ms. Wilkinson discussed the Fiscal Year ("FY") 2023 John M. Scott Grant funding process and investment recommendations. She then explained that John M. Scott Grant filled critical gaps and served under resourced community members and provided statistics in FY 2022.

Council Member Boelen asked for additional information on the capital projects. Ms. Wilkinson listed the various organizations that the Commission worked with. She then confirmed funding was used to pay for testing that was not otherwise covered by a patient's insurance at the Community Health Care Clinic.

Council Member Emig asked if the Commission noticed a trend in needs. Ms. Wilkinson responded that there was an increased need in mental health care specifically with LGBTQ.

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

Council Member Urban recused herself at 7:09 p.m. as she was a Board Member of the West Bloomington Revitalization Project.

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

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

RECUSED: Mathy, Urban

Motion carried.

Council Members Mathy and Urban returned to the meeting at 7:10 p.m.

The following item was presented:

Item 8.C. Presentation of FY2023 Budget Update, as requested by the Finance Department.

City Manager Gleason commented to the previous presentation and introduced Scott Rathbun, Finance Director.

Mr. Rathbun noted that the presentation would be the first complete presentation of the Fiscal Year (“FY”) 2023 budget. He reported that the City had 29 funds, but that the general fund was the largest fund and was primarily supported by taxes. He then noted multiple other funds that were part of the City’s structure. He believed that City had a strong cost-control culture in that staff continuously sought ways to save funds by decreasing expenses.

He went through the FY 2023 budget and discussed the total budgets City-Wide and the General Fund and highlighted the totals for capital projects, the current balance of the General fund and the cash for equipment initiative. He reported on the budget growth over the past eight years and discussed the reasons for budget growth. He then discussed major tax revenues, general fund revenues and expenses, and City-wide revenues and expenses. He then highlighted significant factors for increases of each. Mr. Rathbun went on to discuss the City-wide budget by fund and compared FY 2022 to the proposed FY 2023 budget. He highlighted the increase in the Bloomington Election Commission which has a separate revenue source. He presented the FY 2023 capital projects by Ward and the amount of funding allocated for each. He concluded by providing the next steps in the FY 2023 budget schedule.

Council Member Mathy asked for additional information on the increase of the Bloomington Election Commission (“BEC”) budget. Mr. Rathbun explained that BEC had their own dedicated revenue source and that they periodically needed additional hardware for their election equipment. He noted that the increase most likely correlated to preparations for the fall elections and relocation.

Council Member Mathy confirmed with Mr. Rathbun that the BEC budget was similar to the Bloomington Public Library budget in that while it reflected in the City’s budget, they had their own revenue source.

The following item was presented:

Item 8.D. Presentation of the Bloomington Police Department Strategic Plan 2022-2024, as requested by the Police Department.

Police Chief Jamal Simington presented the 2022-2024 Strategic Plan for the Bloomington Police Department (“BPD”). He reminded the Council of BPD’s mission to work with the community to provide a safe community. He then discussed the 21st Century Policing Initiative Pillars as established by President Obama in 2016. He went on to list BPD’s established goals and corresponding pillar. Chief Simington described numerous strategies and action plans to accomplish each goal. He noted that staff would continuously evaluate the action items to remain current to ensure that BPD is serving the public the most effectively and efficiently.

Council Member Ward asked the amount of community involvement in BPD’s strategic plan. Chief Simington explained that the Strategic Plan was historically built internally and attempted to present to the Public Safety and Community Relations Board (“PSCRB”). He reminded Council that the Strategic Plan was a growing and living document that could be amended as needed. He reminded Council that the Strategic Plan was based off of the 21st Century Policing Initiative Pillars, a nationally accepted model with input from a variety of

input. Council Member Ward stressed the importance of community involvement to encourage buy in. She recommended amendments to the Citizen's Academy and asked that the name be changed to Residents' Academy.

Council Member Mathy and Chief Simington discussed restarting quarterly meetings with the community to gain regular feedback.

Council Member Crumpler commended the continuous improvement and asked if additional officers or personnel would be needed to execute the ambitious plan. Chief Simington reported that BPD strived to onboard an additional police officers to continue their efforts to become fully staffed.

Council Member Boelen asked if officers were involved with the Juvenile Justice Council out of the Law and Justice Center which advocated for initiatives that dealt with at risk youth. Chief Simington stated that staff were involved and engaged regularly with that organization.

Council Member Crabill touched on Diversity, equity, and inclusion as part of the plan. He mentioned a previous conversation on the connection of poverty and crime and asked Chief to comment. Chief Simington stated that he had dealt with poverty personally and believed that not all those in poverty were involved in crime. He recognized that some individuals do not feel the same and that there is a correlation.

Council Member Crabill and Chief Simington then discussed the potential correlation between road diets, the act of building streets skinnier, and the reduction of vehicle speeds and safety.

Council Member Crabill then recommended amended the term 'subjects' to 'the homeless population' in regard to one of BPD's goals to address the homeless population in the Downtown corridor.

Council Member Becker asked Chief Simington Administration or Council they could assist BPD to do their job more effectively. Chief Simington stated that BPD was blessed with a supportive Administration and Council and resources have been made available. He reported that BPD's main issue was recruitment but recognized that most municipalities throughout the nation had the same difficulty to fill positions post-controversies.

Council Member Emig expressed appreciation of BPD's work with the youth. She noted the potential for the Vision Zero with the Planning Commission to work in tandem with BPD's strategic plan.

The following item was presented:

Item 8.E. Consideration and action to approve an Agreement, as a sole source, with Flock Safety for a 24-month fixed annual cost to automatically renew each year contingent on approval in the annual budget, as requested by the Police Department.

City Manager Gleason explained the history of the item and reported that it appeared before the Public Safety and Community Relations Board ("PSCRB") for additional public input. He stated that, in light of Council Member Becker's question on how Council could better support BPD, the Flock Automatic License Plate Readers ("Flock ALPR") would do just that.

Chief Simington stated that leveraging technologies like the Flock ALPR would allow

BPD to significantly shorten staff search time and identify individuals in order to eliminate or confirm a suspect's involvement quickly. He then provided multiple examples of how the Flock ALPR from a partner agency aided BPD in investigations. He explained how the Flock ALPR worked in detail and assured Council that Flock ALPR users would not use data for traffic enforcement, fines, towing, or immigration enforcement. He then listed the major crimes that the Flock ALPR would be strictly used for and stressed the security of the data and length of stored data. He noted that BPD would provide monthly reports of use to the PSCRB on the use of the software. Chief Simington stated that BPD had presented a draft use policy that was more restrictive than other municipalities. He listed the various community outreach including a 3-hour online question and answer forum.

Council Member Montney made a motion, seconded by Council Member Boelen, that the proposed Agreement be approved.

Council Member Crabill noted the reasons he tabled the item in January. He reported that his constituents generally approved of the cameras but noted that others in the community had concerns. He appreciated BPD's conservative approach.

Council Member Crabill made a motion, seconded by Council Member Ward, to amend the current motion to approve the purchase of the cameras on the following conditions: (1) that the Bloomington Police Department consider and report back on possible changes in the policy based on public input including providing further description on what kind of crimes will or will not be subject to the Flock ALPR system while allowing for the flexibility BPD needs; (2) the addition that the use of the Flock ALPR be used as a crime reduction tool that may have crime reduction impacts and that BPD consider the need of an additional external audit; (3) that any significant changes in the policy, especially on use collection access, dissemination and retention, that Council be notified; and (4) that Council be notified of the request to purchase additional Flock ALPR cameras.

Council Member Boelen claimed point of order and stated that the policy was not on the agenda for consideration.

Mayor Mwilambwe recognized the point of order. He asked the original makers of the motion if they were agreeable to the proposed amendment. Neither Council Member Boelen or Montney agreed with the amendment.

Council Member Boelen and Jeff Jurgens, Corporation Counsel, discussed procedural questions in regard to the policy.

Mayor Mwilambwe asked Council Member Crabill for additional information on his amendment. Council Member Crabill responded that he wanted to approve the contract with conditions placed on the use policy of the technology.

Mr. Jurgens advised that the contract could not be made contingent on a BPD use policy.

Council Member Ward asked if BPD could report back on a final use policy for a Council vote. Mayor Mwilambwe agreed and commented on the considerations noted by PSCRB.

Chief Simington and Mayor Mwilambwe discussed procedure and that the use policy did not need to appear before the PSCRB but would need to return to Council.

Council Member Crabill stated that Council would vote on original motion with the understanding that the BPD would reappear before Council in March to vote on the Flock ALPR use policy. Mayor Mwilambwe agreed.

Council Member Mathy expressed concern that the contract auto renews annually after the initial 2-year contract. He wanted conversation at Council about contract renewal to ensure the technology did what was intended. Mayor Mwilambwe stated that the memo listed that contract renewal was contingent on Council approval.

Council Member Crumpler supported the agreement and appreciated the additional time for consideration. He believed that there was significant discussion and understood the concerns but was satisfied with the level public input and staff accountability.

Council Member Montney thanked BPD for the significant additional research. She supported the use of technology could help solve crimes.

Council Member Emig appreciated the amount of public input BPD received. She stated that she would vote against the item as her constituents did not support the Flock ALPR technology. She listed constituents' concerns with the technology.

Council Member Boelen understood the concerns, but that BPD had gone way out of their way to obtain significant public input. She expressed her support of the item and believed the use policy was acceptable.

Council Member Crabill withdrew the motion. Council Member Ward withdrew her second to the motion on condition that the policy would reappear before Council.

City Manager Gleason stated that the use policy was drafted and stated that staff would provide updates at the annual review. He noted that a complete policy would be shared with Council.

Council Member Ward requested additional insight on the draft status of the use policy. Chief Simington explained the procedure to approve policies internally and assured Council that the use policy, like all other BPD policies, would be placed on the transparency portal online.

Council Member Boelen and Mayor Mwilambwe confirmed that the current motion was to approve as presented.

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

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

NAYS: Emig

Motion carried.

Finance Director's Report

Mr. Rathbun presented the major tax revenues of Fiscal Year ("FY") 2022 and highlighted year-to-date variances and the causes of said variances. He then discussed FY 2022 general fund revenues and expenditures, highlighting key factors and changes to reporting. He went on to discuss the FY 2022 enterprise fund summary, noting commitments for purchase orders. He expressed concern with expenditures but assured Council that staff were monitoring them closely.

City Manager's Discussion

City Manager Gleason highlighted multiple upcoming Downtown Bloomington events. He recognized multiple new City staff members. He then reported that per the Government's orders, masks were no longer required in City facilities but that they would continue to be required at the Zoo for the safety of the animals. He went on to discuss multiple agenda items for upcoming meetings. He provided an update on the rating program for road grading and noted that staff were seeking options within the budget to provide additional funds to maintain or increase the current street ratings.

Mayor's Discussion

Mayor Mwilambwe reported that the One Voice conference would continue and that we have elected not to go but that they would attend some virtual sessions.

Council Member's Discussion

Council Member Crabill explained the importance of Black History Month provided examples of reasonings that recognition was still needed. He believed that the Human Relations Commission should track investments that benefit persons of color and provided examples of what could be included in this list. He expressed his support in the Black Lives Matter movement.

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 8:54 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: March 28, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 \$6,315,974.92 (Payroll total \$2,660,198.16, Accounts Payable total \$2,039,612.20, Bank Transfers total \$1,511,812.52, and Procurement Card Purchases \$104,352.04).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Sheryl McDaniel, Accountant

Reviewed by:


F. Scott Rathbun, Finance Director

3/23/2022


Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- FIN 5B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/11/2022	\$ 2,100,962.36	\$ 558,356.82	\$ 2,659,319.18

Off Cycle Adjustments	\$ 805.56	\$ 73.42	\$ 878.98
PAYROLL TOTAL			\$ 2,660,198.16

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
3/28/2022	AP General	\$ 1,787,358.33
	AP JMScott	
3/28/2022	AP Comm Devel	\$ 21,666.47
3/28/2022	AP IHDA	\$ 480.00
3/28/2022	AP Library	\$ 19,916.52
	AP MFT	
3/11/2022-3/22/2022	Out of Cycle	\$ 210,190.88
2/01/2022-3/21/2022	AP Bank Transfers	\$ 1,511,812.52
AP TOTAL		\$ 3,551,424.72

PCARDS

Date Range	
Feb 1-28, 2022	\$ 104,352.04
PCARD TOTAL	\$ 104,352.04

GRAND TOTAL	\$ 6,315,974.92
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: March 28, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 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.

The City of Bloomington collects household garbage, bulk, leaves, and brush from residents' homes. These units are used to pick up garbage from downtown, leaves in the fall, bulk during spring and fall pickups, and as backups when automated trucks are out of service.



Unit R41



Unit R45



Unit R50

Unit R41 is eighteen years old and has 14,061 hours and 82,794 miles. The maintenance cost to date is \$188,621.67. Recent maintenance and repair issues with this unit include engine oil cooler, brakes system, mechanical and air, chassis and body lights and wiring, hydraulic controls, hydraulic hoses and "o" rings, window regulator, wheel hub, and body rusted through.

Unit R45 is eighteen years old and has 15,979 hours and 92,838 miles. The maintenance cost to date is \$180,928.54. Recent maintenance and repair issues with this unit include engine cooling system, air brake system, hydraulic system, engine fuel system, chassis and body electrical, injectors, engine oil cooler, wheel hub, and body rusted through.

Unit R50 is eighteen years old and has 14,988 hours and 96,055 miles. The maintenance cost to date is \$180,632.86. Recent maintenance and repair issues with this unit include air brake system, engine cooling system, body and chassis electrical, hydraulic system, fuel system, high pressure oil pump, and body rusted through.

The replaced units will be declared surplus and sold on an on-line public auction. The units are estimated to sell for \$5,000.00, a total of approximately \$15,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

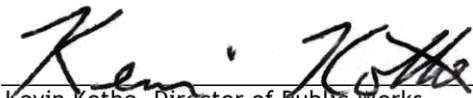
FINANCIAL IMPACT: The Solid Waste Division of the Public Works Department has budgeted \$538,179.00 for the purchase of the units out of FY 2022 Capital Lease-Capital Outlay Licensed Vehicle account (40110145-72130). The new units will cost \$669,066.00. The difference of \$130,887.00 will come from the savings of the Air Burner that was budgeted this Fiscal Year FY 2022 for \$140,000.00 but was purchased in Fiscal Year FY 2021, after the FY 2022 Budget was adopted. During the fiscal year, items are sometimes over or under budget on the Capital Lease. The Finance department monitors this to ensure that the City stays within the overall Capital Lease budget. Stakeholders can locate the truck in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 89 and 94.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste, management, Objective NE-5.2. Continue to address solid waste issues at a regional level.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

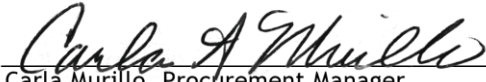
Reviewed by:


Kevin Kothe, Director of Public Works

3/14/2022


Chris Tomertin, Budget Manager

3/21/2022


Carla Murillo, Procurement Manager

3/21/2022


Jeffrey R. Jurgens, Corporation Counsel

3/21/2022


Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- PW 3B Quote_FY22 Rear Packer Truck Replacements



March 01, 2022

Attn: Rob Krones
City of Bloomington
336 S Main ST
Bloomington, IL 61701
USA

- Quotation
- Full Specifications
- Terms and Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. I look forward to hearing from you.

Sincerely,

John Plowman

(P)
(F)
JPlowman@mcneilusco.com

McNEILUS TRUCK AND MANUFACTURING

524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 |

mcneiluscompanies.com



Quote Number: CPQ-7359
Revision: 1.7
Model: Heavy Duty Rear Loaders
Capacity: 25 YDS
Created: 03/01/2022
Valid Until: 03/31/2022

BUYER

City of Bloomington
Attn: Rob Krones
336 S Main ST
Bloomington, IL 61701
USA

BILL TO

City of Bloomington
Attn: Rob Krones
336 S Main ST
Bloomington, IL 61701
USA

FINAL USER

(Delivery Location)
City of Bloomington
336 S Main ST
Bloomington, IL 61701
USA

PRICING QUOTATION SOURCEWELL CONTRACT 091219-MCN

Total Configured Price	\$209,737
Surcharge	\$8,340
Cost Actualization Fee	\$3,900
FET	\$0
Sales Tax	Not Included
Freight	\$1,045
Total Unit Price	\$223,022
Quantity	3
Total	\$669,066
Down Payment	\$0

- **Quote Discount:** Pricing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in a revision of price.
- **Freight Charges:** Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the Buyer. McNeilus Financial, Inc. d/b/a McNeilus Truck and Manufacturing ("Seller") assumes no responsibility for the equipment in transport.
- **Taxes:** No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the Buyer.
- **Specifications:** All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or Seller may result in the substitution of components of equal or greater quality.
- **Special Options:** Special options are subject to Engineering application approval.
- **Terms & Conditions:** This quotation assumes and is subject to Seller standard Terms and Conditions of Sale, Including Limitations of Warranty.
- **Cancellation:** See Terms and Conditions referenced above.
- **Payment Terms:** NET30
- **Quotation Currency:** All prices are in USD
- **Delivery Terms:** FOB Destination, Freight Prepaid and Added. The Seller pays the freight charges but bills them to the Buyer.
- **Chassis Information:** Buyer supplied chassis must comply with SAE J2967 standards

ACCEPTANCE

This quotation is valid until 03/31/2022. Any order is contingent upon acceptance by Seller. By signing and returning this document, you are indicating that you have read and approved the above pricing. Please return this signed quotation and down payment to your Seller representative. If you have any questions, please feel free to contact us.

This quote may be subject to the imposition of a surcharge based on the price increases on commodities. We will provide an exact amount of surcharge as soon as practicable.

Authorized Signature

Date

MCNEILUS TRUCK AND MANUFACTURING

524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 |



CHASSIS

Option Description	Option Selection
Corporate Contract	MUNI
Destination State/Country	ILLINOIS
Chassis Type	SPECIAL PACKAGE
Chassis Make	NAVISTAR
Chassis Model	HV_607
Steering Configuration	STREET SIDE SEATED STEERING
Fuel Type	DIESEL
Fuel System	DIESEL
Primary CNG Capacity	DIESEL
Chassis Model Year	2022
Packer Type	HEAVY DUTY REAR LOADER
Frame CNG Bracket Type	NO FRAME CNG SYSTEM SELECTED
Option Description	Option Selection
Engine	CUM ISL/ISC-AFTER 1/1/2017 EMI
Transmission	ALLISON 3500 RDS
Double Frame	TRUE
Cab Mirrors	AERO STYLE
Pump Drive	SS 897 MTM INSTL CON MESH EXT
Rear Suspension	HENDRICKSON HAULMAXX SPRING
Exhaust Location	LEFT HAND VERTICAL EXHAUST
Rear Tire Arrangement	DUAL TIRE TANDEM AXLE
Engine Horsepower	HORSEPOWER GREATER THAN 300
Transmission Oil Cooler	NO

BODY

Option Description	Option Selection
Capacity	25 YD REAR LOADER
Body Floor Thickness	AR200 3/16"
Roof	STANDARD ROOF
Side Access Door	SS DOOR HINGED FORWARD
Access Door Ladder	ANSI FOLD UP W/SHUTDOWN
Hyd Tube Front Cover	STD
End Cap Reinforcement	TRUE
Floor Build Location	DODGE CENTER
Model/Capacity	2511 REL HD

McNEILUS TRUCK AND MANUFACTURING

524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 |



BODY OPTIONS

Option Description	Option Selection
Cab Control	IN DASH CONTROL SWITCHES
Rubber Fender Extension	TRUE
TG Hole Mounting Loc	LOWER HOLE
Power Dist Module Loc	FRONT OF BODY SS TOP-STANDARD
Load Edge	B-TYPE (STANDARD/BAYNE)
Hopper Liner	3/16" AR400 STD HOPPER
Tailgate Lock	TURNBUCKLE LOCK
Slide and Sweep Controls	CURB SIDE STANDARD LINKAGE
Tailgate Steps	16"-24" ADJUSTABLE HEIGHT STEP
Tailgate Seal	STANDARD HEIGHT
Packer/Sweep Panels	STANDARD
Nitrited S and S Pin	TRUE
Hopper Bottom	1/4" AR200 W/ CS 1.5" DRAIN
Tailgate Lift Cylinder	STANDARD
Hook Retaining Loop	STREETSIDE
Guides and Latches	NO
Plumb For Quick-Tip	NO
S and S Dock Handle On CS	NO

HYDRAULICS

Option Description	Option Selection
Hydraulic Res Breather	FILLER/BREATHER ON RESERVOIR
Hyd Res Filler Cap	STANDARD FILLER CAP
Hyd Fluid Sample Port	CHECK FLUID KP14NV 90DEG
Hydraulic Fluid	ISO46-US OIL
Hydraulic Reservoir	STREET SIDE STANDARD STL RECT,
Hydraulic Pump	GEAR PUMP
Hydraulic Return Filter	SCHROEDER IN RESERVOIR
Ejector Cylinder	MAILHOT
Hyd Hose Wrap	CORDURA WRAP REQUIRED HOSES
Res Suction Shutoff Valve	GATE VALVE W/ RED HANDLE
Valve on Res Return	NO VALVE ON RES RETURN
TG/Ejector VLV Location	STANDARD LOCATION FROM FOB
Slide and Sweep Cyl Make	ROSENBOOM

MCNEILUS TRUCK AND MANUFACTURING

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LIGHTING

Option Description	Option Selection
DOT Light Manufacturer	ECONOMY LED
Mid-Body DOT Oval Light	OVAL AMBER TURN SIGNAL/MARKER
Tailgate Outer Corner Lights	4" AMBER TURN SIGNALS
Light/Harness Package	STANDARD LIGHT and HARNESS
Smart Lights	4" PETERSON TG and FRONT OF BODY (QTY 6)
Mid Body Work Lights	FDR MT RD ECON 5" LED
Hopper Work Lights	ONE ECONOMY 5" ROUND LED
DOT Reverse Lights	TRUCKLITE 4" SINGLE UPPER REV
Mid Body Work Lt Switch	SINGLE SWITCH FOR BOTH LIGHTS

CAMERA

Option Description	Option Selection
Monitor Display In Rev	TG CAMERA
Camera/Monitor Make	SSV9" MON/DVR 6 PORT
Backup Camera	CENTER TG CYL SUPPORT BEAM
Monitor Mount	MOUNTED BETWEEN SEATS W/SWIVEL
CC Camera Qty	SSV9 Camera Qty 1

RESIDENTIAL OPTIONS

Option Description	Option Selection
Cart Tipper Location	CENTER STANDARD GATE
Cart Tipper Type	MTM INSTALLED TIPPER
Cart Tipper Mount	RECESSED MOUNT
Cart Tipper Make	PERKINS D6220WC W/OEM ST COVER
Cart Tipper Controls	CURB SIDE MANUAL LINKAGE
Tipper Mount Style	BOLTED

MISC BODY

Option Description	Option Selection
Limit Speed With Tailgate Open	NO
Front Mudflaps	BLACK MCNEILUS LOGO
Rear Mudflaps	BLACK MCNEILUS LOGO
Rear Mud Flap Location	STANDARD TAILGATE LOCATION
Backup Alarm	PRECO 1059 DUAL TONE-LWR LT BX
Shovel Holder Tailgate	EJECTOR MOUNT
Auto-Neutral	TRUE
Battery Box Location	STREET SIDE FRAME MOUNTED

McNEILUS TRUCK AND MANUFACTURING

524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 |



Quote Number: CPQ-7359
Revision: 1 7

SAFETY

Option Description
Fire Extinguisher In Cab
Triangle Safety Kit

Option Selection
5# ABC
CUSTOMER INSTALLED IN CAB

PAINT

Option Description
CNG System Cover Color
Paint Scheme
Number Of Body Colors
Body Paint Category
Body Color 1 Description
Body Color 1 Code
Cab / Hood Paint
Wheel Paint
Decal Language
Conspicuity Tape
Access Ladder Color

Option Selection
NO ADDED CNG SYSTEM COVER COLOR
STANDARD PAINT TEMPLATE
QTY 1
1 COLOR, MEDIUM COMPLEXITY
WHITE MATCH CAB
NAV 9219
NO CAB PAINT
NO WHEEL PAINT
ANSI COMPLIANT ENGLISH
TRUE
MATCH BODY COLOR

AXLE

Option Description
Pusher Axle Quantity
Pusher Tire
Pusher Lift Control
Tag Lift Control

Option Selection
0
NO PUSHER SELECTED
NO PUSHER AXLE IN ORDER
NO TAG AXLE IN ORDER

Special Features and Options:

REF-NPO-12924 RL -Multiple All. Install JA Lube automatic lube system. JA Lube to install system at City of Bloomington city garage at time of delivery. Quote covers: travel for JA personnel to Bloomington, the system, and the install. Price per unit.

Extended Warranties:

1274598 WARRANTY - BODY RL, 1YR

Options Available at Additional Cost (not included in quoted price):

McNEILUS TRUCK AND MANUFACTURING

524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 |

mcneiluscompanies.com



Quote Number: CPQ-7359
Revision: 1 7

Additional Notes:

McNEILUS TRUCK AND MANUFACTURING

524 EAST HIGHWAY STREET | POST OFFICE BOX 70 | DODGE CENTER, MN 55927 |

mcneiluscompanies.com



Quote Number: CPQ-7359
Revision: 1
Model : Heavy Duty Rear Loaders
Created: 03/01/2022
Valid Until: 03/31/2022

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNEILUS FINANCIAL, INC. d/b/a McNEILUS TRUCK AND MANUFACTURING ("McNeilus") are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with McNeilus' then current procedure. Acceptance by McNeilus of Buyer's order is expressly conditioned upon Buyer's acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer's order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNeilus IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer's order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (P.O. Box 70, 524 E. Highway St, Dodge Center, MN 55927 U.S.A., Attn: Corporate Secretary). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be on FOBShipping Point (Incoterms 2010) basis. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in U.S. dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by McNeilus to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer's credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer's payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney's fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales and payment. McNeilus may demand immediate payment for trucks, chassis or parts shipped from Buyer's location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.



Quote Number: CPQ-7359
Revision: 1
Model : Heavy Duty Rear Loaders
Created: 03/01/2022
Valid Until: 03/31/2022

Acceptance: Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus' inspection or disposition.

Limited Warranty Disclaimer: McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer's Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. MCNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer's Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect or consequential damages, whether resulting from nondelivery or from McNeilus' own negligence or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

Excusable Delay. McNeilus shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Buyer's sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.



Quote Number: CPQ-7359
Revision: 1
Model : Heavy Duty Rear Loaders
Created: 03/01/2022
Valid Until: 03/31/2022

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and The Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this Agreement are governed by the laws of the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.

Prepared For:

MCNEILUS TRUCK & MFG
 Ryan Kumpf
 524 E Highway St.
 Dodge Center, MN 55927-9181
 (614)868 - 0760
 Reference ID: PI-5 23MY

Presented By:

RUSH TRUCK CENTERS
 Ryan Rafael
 3950 PARKWEST DR
 COLUMBUS OH 43228 -
 (614)541-4526

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Rear Loader
MISSION:	Requested GVWR: 62000. Calc. GVWR: 62000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 18.89% / 1.92% @ 55 MPH Calc. Geared Speed: 73.2 MPH
DIMENSION:	Wheelbase: 232.00, CA: 164.90, Axle to Frame: 89.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer Omit Item (Clutch & Control)
CLUTCH:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, FRONT NON-DRIVING:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver
AXLE, REAR, TANDEM:	Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model HV607 SBA with 232.00 Wheelbase, 164.90 CA, and 89.00 Axle to Frame.	6136/3644	9780
TOW HOOK, FRONT (2) Frame Mounted	8/0	8
AXLE CONFIGURATION {Navistar} 6x4	67/-73	-6
<u>Notes</u>		
: Pricing may change if axle configuration is changed.		
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	75/387	462
FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	448/694	1142
BUMPER, FRONT Contoured, Steel	-9/1	-8
FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)	323/-323	0
BUMPER EXTENSION, FRONT 2.0"	3/0	3
AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	186/0	186
SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers	189/0	189
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
<u>Includes</u>		
: BRAKE LINES Color and Size Coded Nylon		
: DRAIN VALVE Twist-Type		
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster		
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel		
: PARKING BRAKE VALVE For Truck		
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4		
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
AIR DRYER {Bendix AD-9} with Heater	20/8	28
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/14	14
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
SLACK ADJUSTERS, FRONT {Gunitite} Automatic	14/0	14
SLACK ADJUSTERS, REAR {Gunitite} Automatic	0/28	28
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	15/6	21
DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/20	20
AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	-23/42	19
BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/104	104

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity	33/0	33
PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30
STEERING COLUMN Tilting and Telescoping	18/1	19
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
STEERING GEAR (2) {Sheppard M100/M80} Dual Power	101/-5	96
DRIVELINE SYSTEM {Dana Spicer} 1710 Main Driveline with 1710 Interaxle Shaft, for 6x4	4/24	28
AFTERTREATMENT COVER Steel, Black	11/2	13
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	145/32	177
TAIL PIPE (1) Turnback Type	7/3	10
EXHAUST HEIGHT 11' 6"	21/10	31
MUFFLER/TAIL PIPE GUARD (1) Aluminum	11/5	16
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
<u>Includes</u>		
: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: STARTER SWITCH Electric, Key Operated		
: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
: WIRING, CHASSIS Color Coded and Continuously Numbered		
CIGAR LIGHTER Includes Ash Cup	1/0	1
ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	33/20	53
2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	18/1	19
ANTENNA Shark Fin, Roof Mounted	1/0	1
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
HORN, ELECTRIC Disc Style	0/0	0

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	-32/9	-23
SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
HEADLIGHTS Halogen	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0
GRILLE Stationary, Chrome	0/0	0
FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	-66/-4	-70
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
<u>Includes</u>		
: PAINT SCHEMATIC ID LETTERS "WL"		
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions	0/0	0
CLUTCH Omit Item (Clutch & Control)	0/0	0
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
<u>Includes</u>		
: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)	579/-15	564
FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
<u>Includes</u>		
: FAN Nylon		
RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 1045 SqIn Louvered, with 373 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	4/-7	-3
<u>Includes</u>		
: DEAERATION SYSTEM with Surge Tank		
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		
: RADIATOR HOSES Premium, Rubber		
AIR CLEANER with Service Protection Element	10/0	10

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022	0/0	0
THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	0/0	0
AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer	234/49	283
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Front Loaders, Rear Loaders, Recycling/Packer Trucks, Package Number 142	0/0	0
NEUTRAL AT STOP OMIT	0/0	0
SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.63	0/2553	2553
SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/628	628
TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only	0/-8	-8
DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	15/2	17
FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	-2/-3	-5
FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab	14/6	20
CAB Conventional, Day Cab	0/0	0
AIR CONDITIONER with Integral Heater and Defroster	56/0	56
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
<u>Includes</u>		
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for		
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure		
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-15/-3	-18
SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	47/24	71
MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
<u>Notes</u>		
: Mirror Dimensions are Rounded to the Nearest 0.5"		
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
<u>Includes</u>		
: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger		
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted		
: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
CAB REAR SUSPENSION Air Bag Type	0/0	0
WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
INSTRUMENT PANEL Flat Panel	0/0	0
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	62/0	62
WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-16	-16
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
(8) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive	0/72	72
(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position	90/0	90
Cab schematic 100WL		
Location 1: 9219, Winter White (Std)		
Chassis schematic N/A		

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
Total Component Weight:	8902/7963	16865
Body/Allied Equipment		
<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
Goods Purchased		
<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
Raw Material Surcharge	0/0	0

Description

	<u>F/R Wt</u>	<u>Tot Wt</u>
	(lbs)	(lbs)
In Service	0/0	0
Tire Surcharge	0/0	0
Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Approved by City Manager Tim Gleason

Date Signed



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: March 28, 2022

SPONSOR: Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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: In July 1992, the McLean County Board granted the City a special use permit to allow a privately owned outdoor shooting range and police training facility on land located fourteen miles east of Bloomington on Route 9.

An intergovernmental agreement was signed in September 1994 detailing the policies and procedures to be adhered to in order to provide joint training with the County of McLean. This standardization of procedures was necessary to provide orderly and safe training at the facility and to comply with the rules of the McLean County Planning and Zoning Commissions.

The current intergovernmental agreement expired December 31, 2021. A new agreement is proposed. The rate for the County of McLean is \$8,221.98 and represents payment for use from January 1, 2022 to December 31, 2022. This is a one-year agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal and the County of McLean.

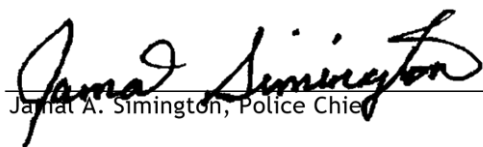
FINANCIAL IMPACT: If approved, McLean County will pay \$8,221.98 for use of the Police Range in calendar year 2022. The revenue will be recorded under the Police Department-McLean County account (10015110-53320). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 231.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

Reviewed by:



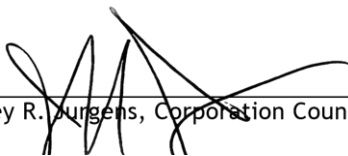
Jamal A. Simington, Police Chief

3/7/2022



Chris Tomertin, Budget Manager

3/8/2022



Jeffrey R. Jurgens, Corporation Counsel

3/9/2022



Tara Henry, Legislative Assistant & Records Manager

3/11/2022

Attachments:

- POL 2B Range Agreement - County

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE COUNTY OF MCLEAN
REGULATING THE USE BY THE COUNTY OF MCLEAN
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, the City of Bloomington and the County of McLean desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

"Agency/Agencies": The County of McLean Police Agency.

"Chief": The City of Bloomington Chief of Police or his designee.

"Facility": The City of Bloomington Police Shooting Range.

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

The agency will submit requests to the Chief by December 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. The agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agency for their review. The agency will be responsible for notifying the Chief of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Chief will issue a final schedule.

Should the agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by the agency, the Chief will schedule an alternate date if requested. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for the agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

The agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agency understands and agrees that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

The agency shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

The agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range, along with a copy of each officer's certification and/or credentials showing they are properly certified as range safety officers pursuant to the laws, regulations, and training requirements set forth for such certification. Failing to provide the list and necessary certifications and/or credentials or to keep said list and information current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

The agency using the shooting range shall provide their own ammunition, targets, and related equipment.

The indoor range and use of the indoor range building are not included in this agreement.

Pistol ammunition is the only ammunition authorized for use on the pistol side of the range. The pistol side of the range is that area immediately in front of the range shed and is equipped with target stands and lanes of fire. Any agency using rifle ammunition on the pistol range will be responsible for the cost of repair of any damage caused by rifle ammunition on the pistol range. Additionally, any agency using rifle ammunition on the pistol range may be subject to a \$1000.00 fee for damages and clean up and constitutes a breach of this agreement which may result in suspension from using any of the range facilities for the remainder of the calendar year.

D. Damage

The agency using the shooting range shall be responsible for damages that were due to willful or wanton negligence, intentional or illegal conduct, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range officer for the agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible for such damage. If such notification is not made, the agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation

The Bloomington Police Department seeks assistance from the agency in preparing the shooting ranges for annual use. The agency agrees to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2022. This fee shall be paid on January 1st of 2022 and shall represent payment for use from January 1, 2022 until December 31, 2022. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of January 1st. If the agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, the agency may receive a reduction in the annual fee, but only under the following conditions: there shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If the agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief or his designee immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designee can verify and document the problem. The agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty (30) days' notice of such intention to the other parties to this Agreement before December 1st of any year effective January 1st of the following year.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2022 and terminating on December 31, 2022. First payment is due January 1, 2022.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

December 16, 2021
Date

COUNTY OF MCLEAN

By: 

Chairman, McLean County Board

By: 

Sheriff, McLean County

ATTEST: Kathy Michael
McLean County Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: March 28, 2022

SPONSOR: Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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: For several years, an intergovernmental agreement has been in effect between the City of Bloomington and the McLean County Sheriff's Department for retention, mug shots, booking and fingerprinting. This has proven to be an efficient and cost-effective booking procedure which has reduced the City's liability because incarcerated subjects are rarely kept in City facilities.

The term of the agreement is January 1, 2022 - December 31, 2022, renewable on a year-to-year basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

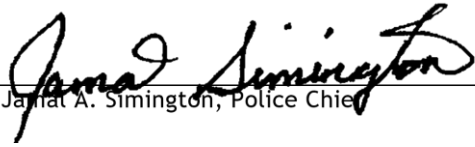
FINANCIAL IMPACT: The cost of the agreement for one year is \$27,720.00 (\$2,310 per month). This cost is budgeted in Police Department-Other Purchased Services account (10015110-70690). Funds are included in the FY 2022 Budget and the FY 2023 Proposed Budget to cover the monthly fee. Stakeholders can locate this in FY 2022 Budget Book titled "Budget Overview & General Fund" on page 232.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

Reviewed by:



Jamal A. Simington, Police Chief

3/7/2022



Chris Tomertlin, Budget Manager

3/8/2022



Jeffrey R. Jurgens, Corporation Counsel

3/9/2022



Tara Henry, Legislative Assistant & Records Manager

3/11/2022

Attachments:

- POL 3B Booking Agreement - McLean County

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the Illinois Constitution of 1970, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, in addition to the constitutional allowance for intergovernmental cooperation, the General Assembly has codified the ability of local units of government to enter into agreements to exercise authority in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.);

WHEREAS, the City of Bloomington (CITY) has requested the County of McLean (COUNTY) to provide booking services; and

WHEREAS, the County of McLean has booking facilities at the McLean County Detention Facility (MCDF).

NOW THEREFORE, the County of McLean and the City of Bloomington enter into an intergovernmental agreement with the following terms to make the booking facilities available to the City of Bloomington:

- 1 The COUNTY will perform booking services for the CITY, which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
- 2 The City of Bloomington Police Department shall deliver any individuals taken into custody to the MCDF for booking. The CITY may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The CITY will complete the necessary paperwork for each person delivered for booking. The COUNTY will not accept any individuals needing or asking for medical care. The CITY will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The CITY shall have no responsibility for any individuals once they have been transferred to the COUNTY for booking, beyond that which may be required by statute.
- 3 The COUNTY shall have full responsibility for all individuals delivered for booking by the CITY. This responsibility shall include the cost of any medical care administered during the booking process.

- 4 The COUNTY will indemnify and hold the CITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the COUNTY, its employees and/or agents during the course of booking any individual for the CITY pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
- 5 The CITY will indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the CITY, its employees or agents prior to transferring an individual to the COUNTY for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
- 6 The CITY will pay the COUNTY at an annual rate of Twenty-Seven Thousand Seven Hundred and Twenty Dollars and no Cents (\$27,720.00) per year for booking services. The CITY will pay this fee regardless of whether it uses the COUNTY's booking services during any particular month and regardless of the number of individuals it delivers to the COUNTY for booking.
- 7 Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Three Hundred and Ten Dollars and no Cents (\$2,310.00) at the first of each month.
- 8 The COUNTY may terminate this agreement at any time when payments required hereunder have not been paid. The COUNTY is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the CITY may not terminate this agreement without giving the COUNTY six (6) months' notice of its intent to terminate.
- 9 This agreement shall be in effect from January 1, 2022 through December 31, 2022. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
- 10 All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Jamal Simington, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Hadley Welsch, Chief Deputy
McLean County Sheriff's Department 104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

With Copies to:
County Administrator
115 E. Washington Street, Rm.401
Bloomington, IL 61701

- 11 Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
- 12 This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- 13 The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
- 14 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
- 15 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 16 This Agreement may not be assigned by either party without the prior written consent of the other party.
- 17 This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
- 18 This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED

Mboka Mwilambwe, Mayor, City of Bloomington

Date

Jamal Simington, Chief of Police, City of Bloomington

Date

ATTEST:

Leslie Yocum, City Clerk, City of Bloomington

Date

APPROVED:

John McIntyre, Chairman, Mclean County Board

Date

Jon Sandage, Sheriff of Mclean County

Date

ATTEST:

Kathy Michael

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: March 28, 2022

SPONSOR: Public Works Department

WARD IMPACTED: Ward 1, Ward 8

SUBJECT: 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.

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: Public Works is recommending the approval of an Ordinance Approving Dedication of a Public Utility Easement in Water Tower Subdivision at the Hamilton Water Tank. The easement is located on City-owned property.

The Bloomington Normal Water Reclamation District (BNWRD) hired Stratus Networks to construct fiber optic communications between its various facilities, including equipment on the top of Hamilton Tank. There is an existing conduit that goes from the street to the tower. However, an easement is needed to allow Stratus and BNWRD to make use of it.

The subject ordinance dedicates the easement as shown on the plat dated December 21, 2021. Public Works does not object to the easement being granted, under the conditions that no other ducts are added and no holes are drilled through the walls of the structure until it is approved by the City. Any additional ducts or holes would require a structural engineer to look at the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Normal Water Reclamation District (BNWRD), Stratus Networks.

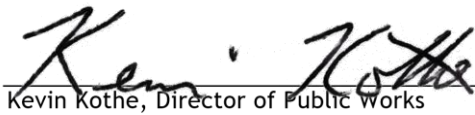
FINANCIAL IMPACT: None. BNWRD paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT: Goal PS-4. Intergovernmental Cooperation, Objective PS-4.1. Enhance existing intergovernmental cooperation across all public services; Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.3. Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs, Objective UEW-1.4. Encourage increased accessibility to state-of-the-art telecommunications and broadband networks.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

3/14/2022


Chris Tomerlin, Budget Manager

3/14/2022


Jeffrey R. Jurgens, Corporation Counsel

3/22/2022


Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- PW 2B Ordinance_Hamilton Tank Communications Easement
- PW 2C Ordinance Exhibit A_Easement Plat_Hamilton Tank
- PW 2D Plat Map_Hamilton Tank Communications Easement

ORDINANCE NO. 2022 - ____

**AN ORDINANCE APPROVING DEDICATION OF A PUBLIC UTILITY EASEMENT
IN WATER TOWER SUBDIVISION AT THE HAMILTON WATER TANK**

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 owns lot 1 of Water Tower Subdivision; and

WHEREAS, The City of Bloomington owns and operates a water tank in lot 1 of Water Tower Subdivision; and

WHEREAS, the Bloomington Normal Water Reclamation District, hereinafter referred to as "BNWRD", has existing equipment located on the top of said water tank; and

WHEREAS, BNWRD desires to bring a fiber optic communications connection to its equipment; and

WHEREAS, an easement is required to provide for said connection to BNWRD's equipment; and

WHEREAS, BNWRD has agreed that no other ducts are added, nor any holes drilled through the walls of the tank without a structural analysis and City Approval; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant this easement, subject to the conditions set forth in this ordinance.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full, including the understanding and restriction that no other ducts shall be added, nor any holes drilled through the walls of the tank by BNWRD without a structural analysis and City Approval.

SECTION 2. That the easement depicted in the easement plat dated 12/21/21 and described in Exhibit A is hereby dedicated.

SECTION 3. This ordinance shall be effective upon its passage and approval.

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

PASSED this 28th day of March 2022.

APPROVED this ____ day of March 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A
Fiber Optic Easement Legal Description

A PART OF LOT 1 OF "WATER TOWER SUBDIVISION", BEING A PART OF THE EAST HALF OF SECTION 15, TOWNSHIP-23-NORTH, RANGE-2-EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

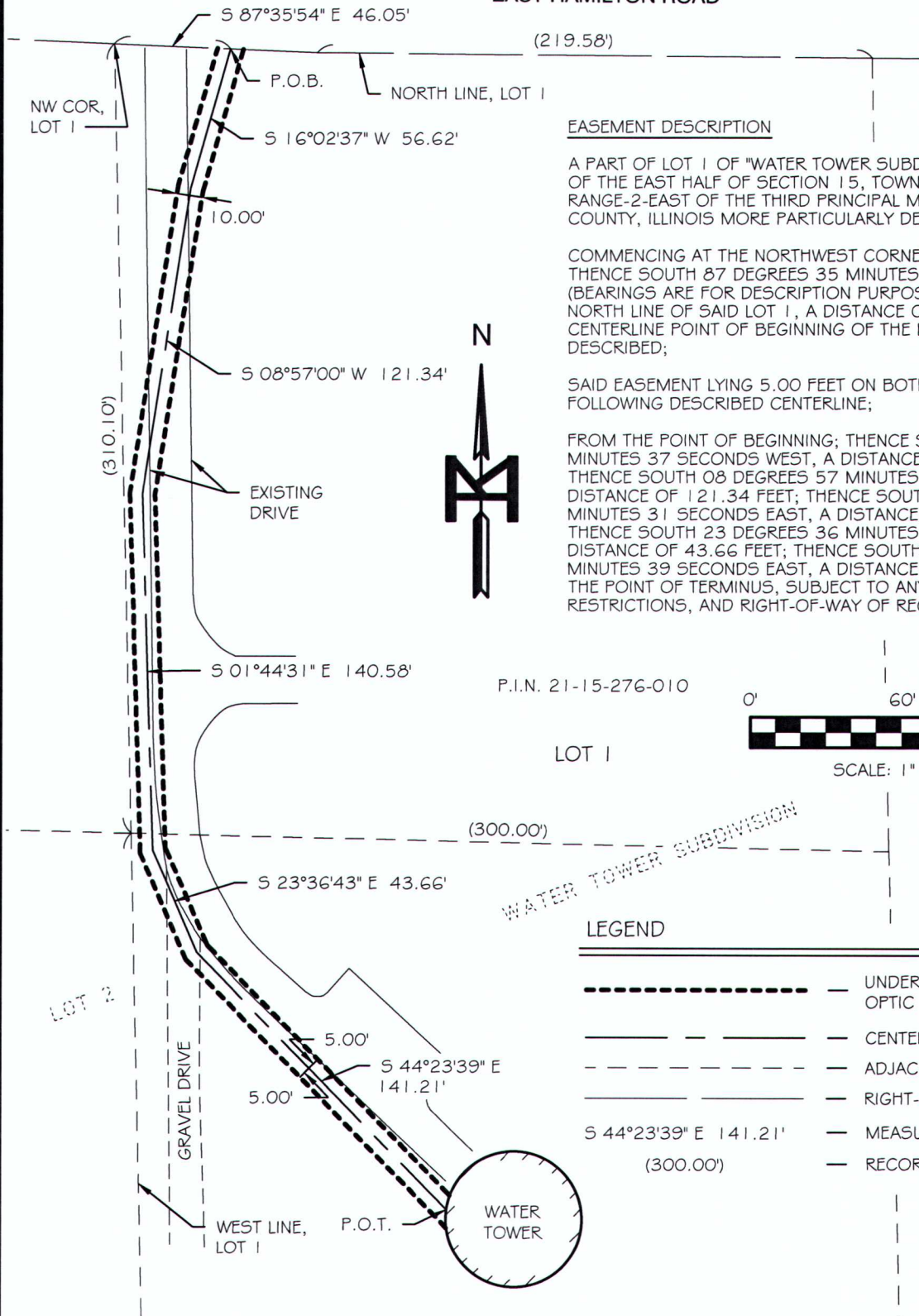
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 87 DEGREES 35 MINUTES 54 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY), ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 46.05 FEET, TO THE CENTERLINE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED;

SAID EASEMENT LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE;

FROM THE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 02 MINUTES 37 SECONDS WEST, A DISTANCE OF 56.62 FEET; THENCE SOUTH 08 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 121.34 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 31 SECONDS EAST, A DISTANCE OF 140.58 FEET; THENCE SOUTH 23 DEGREES 36 MINUTES 43 SECONDS EAST, A DISTANCE OF 43.66 FEET; THENCE SOUTH 44 DEGREES 23 MINUTES 39 SECONDS EAST, A DISTANCE OF 141.21 FEET, TO THE POINT OF TERMINUS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHT-OF-WAY OF RECORD.

UNDERGROUND FIBER OPTIC EASEMENT

EAST HAMILTON ROAD



EASEMENT DESCRIPTION

A PART OF LOT 1 OF "WATER TOWER SUBDIVISION", BEING A PART OF THE EAST HALF OF SECTION 15, TOWNSHIP-23-NORTH, RANGE-2-EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 87 DEGREES 35 MINUTES 54 SECONDS EAST, (BEARINGS ARE FOR DESCRIPTION PURPOSES ONLY), ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 46.05 FEET, TO THE CENTERLINE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED;

SAID EASEMENT LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE;

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P.I.N. 21-15-276-010

0' 60' 120'
SCALE: 1" = 60'



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com

Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

FIBER OPTIC EASEMENT PLAT

SURVEYED	MDP
DRAWN	CEJ
CHECKED	JEF
SCALE	1" = 60'
DATE	12-21-21

**STRATUS
NETWORKS**

PROJECT NO.	21-603
SHEET 1 OF 1	
DRAWING NO.	1

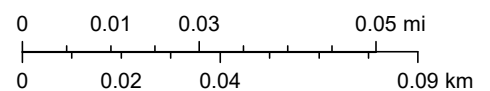
Hamilton Tank Easement



3/10/2022, 10:06:32 AM

1:2,257

- McLean_CityArea_20to1_HARN.sid
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3
 - Street Centerline
 - Street Centerline
 - Streets
- Private Streets
- Address
- COB
 - ETSB
 - OTHR, SOA
 - OTHR, SOA
 - TON



McGIS-McLean County GIS, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA, <http://www.McGIS.org/License>

Web AppBuilder for ArcGIS

McGIS-McLean County GIS, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA | MCGIS | USDA | <http://www.McGIS.org/License> | FEMA, McGIS | COB | BOL, IEPA | BOL, IEPA, ESRI |



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: March 28, 2022

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 of Bloomington owns three properties that are eligible to be leased for farming purposes. Two of the properties are located in McLean County with the third property located in Woodford County.

At the February 8, 2016, Council Meeting, the Council voted to convert all City farm leases to Cash Rent Leases. Two of the three farms' leases were set to expire on February 28, 2022. Action related to the third property is not required at this time as it is still under contract as a prairie life preserve under a federal grant with a 50-year term.

Each crop season runs from March 1st to February 28th. Due to the lessees wanting to invest in the land, one year leases are no longer practical. The amendments change the lease terms proposed are for three seasons. Under the model approved by Council in 2016, each year the City considers current market, per acre rates in negotiating annual crop season leases.

For the 2022-2025 crop season, staff recommends that the proposed Cash Rent leases be executed under existing terms for three additional years. Rental rates are based off averages provided by the National Agricultural Statistical Service, USDA, and consider each property's specific crop yield. Over the last four years, yields have remained relatively unchanged. With that in mind, it is in the best interest of the City to move forward under existing terms.

Public Works has asked that language be added via these same amendments to control soil erosion. The language would align these properties with soil loss standards mandated by local, state, and federal agencies and other conservation compliance requirements of federal farm programs.

The proposed three-year amendments, if approved, would be the sixth extension granted for Farm #8827 and the third extension for Farm #8425. Both tenant farmers have already agreed to continue under existing terms and the new soil erosion protection terms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY2022 budgeted Parks portion of this revenue of \$18,503.00 is included in the Park Dedication-Property Owner Contributions account (24104100-57320). The Water portion of \$5,000 is included in the Water Administration-Other Miscellaneous Revenue account (50100110-57990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 39 for Park Dedication and 116 for Water Administration.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Austin, Contract Administrator

Reviewed by:


Jeffrey R. Jurgens, Corporation Counsel

3/21/2022


F. Scott Rathbun, Finance Director

3/22/2022


Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- LGL 3B Ordinance_Farm Lease Amendments
- LGL 3C Amendment to Farm #8425
- LGL 3D Amendment to Parker Bottom

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING AN AMENDMENT TO FARM LEASES ON TWO CITY OF BLOOMINGTON FARMS COMMONLY KNOWN AS PARKER BOTTOM AND FARM #8425

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

SECTION 1. That the Amendment extending the farm lease to three (3) years with the addition of soil erosion protection language to Illinois Fixed Cash Farm Lease (Short Form One Year) between the City of Bloomington and Paul and Karen Kieser for the farm commonly known as the Parker Bottom farm and attached hereto; and the Amendment extending the farm lease to three (3) years with the addition of soil erosion protection language to Illinois Fixed Cash Farm Lease (Short Form One Year) between the City of Bloomington and Dan and Brian Kelly for the farm commonly known as Farm #8425 and attached hereto, are hereby approved and the City Manager and City Clerk are authorized to execute said Farm Lease Extensions.

SECTION 2. 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 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective immediately after the date of its publication as required 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.

PASSED this 28th day of March 2022.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**AMENDMENT TO THE AGREEMENT AND AMENDMENT BETWEEN THE CITY OF
BLOOMINGTON AND DAN AND BRIAN KELLEY FOR A FIXED CASH FARM LEASE**

This Amendment, made and entered into this ____ day of _____, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and DAN AND BRIAN KELLEY, (hereinafter "LESSEE"), WITNESSETH that:

WHEREAS, on March 25, 2019, an Agreement for a Fixed Cash Farm Lease ("Agreement") was made between the CITY and LESSEE for a cash farm lease for the land found with a legal description of PT SW - BEG 923.31' N SW COR, NE2729.37' NW66.86', SW183.50', SW2107.1' S851.56', TO POB or Farm #8425; and

WHEREAS, on November 20, 2019, an Amendment to said Agreement to allow for improvements and extensions ("Amendment") was made between the CITY and LESSEE; and

WHEREAS, the City of Bloomington, in partnership with The Mclean County Soil and Water Conservation District, is implementing a cover crop program to address waterway rehabilitation and drainage issues on City-owned farms, the terms will be altered to include mandatory best practices in adherence to this program; and

WHEREAS, the parties desire to modify the Amendment, as set forth herein, to alter the term of the Amendment to extend from one (1) year renewal terms to three (3) year renewal terms;

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 Amendment as if fully set forth herein.

2. Agreement. Section 4.(A)(3) shall be modified as follows:

"3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state, and federal agencies and other conservation compliance requirements of federal farm programs. The following items must be adhered to:

- Participation in The City of Bloomington Cover Crop Program.
- Utilization of nutrient management practices that include spring or split fertilizer application, with very little fall application. Nitrogen receipts must be supplied to City of Bloomington no later than November 30 of each year.
- No-till or Conservation Tillage methods will be used to reduce erosion and runoff.

Partner with the City of Bloomington Public Works Department, Water division to install 36-foot-wide filter strips along all waterways, streams, and/or any other form of flowing water source.

3. Amendment. Section C. of the Amendment shall be modified as follows:

C. Lease Extensions. Lease Extension #3. This lease, originally dated March 25, 2015, shall be extended from **March 1, 2022**, to **February 28, 2025**, at an annual cash rent of \$4,828.11.

4. In all other respects the Agreement and Amendment for a cash farm lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement and Amendment for a cash farm lease in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

DAN AND BRIAN KELLEY

By:  _____
Their Representative

ATTEST:

By: _____

**AMENDMENT TO THE AGREEMENT AND AMENDMENT BETWEEN THE CITY OF
BLOOMINGTON AND PAUL AND KAREN KIESER FOR A FIXED CASH FARM LEASE**

This Amendment, made and entered into this ____ day of _____, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and PAUL AND KAREN KIESER, (hereinafter "LESSEE"), WITNESSETH that:

WHEREAS, on October 8, 2015, an Agreement for a Fixed Cash Farm Lease ("Agreement") was made between the CITY and LESSEE for a cash farm lease for the land found in Dale Township Sections 13, 14, 23, and 24, commonly known as Parker Bottom; and

WHEREAS, on March 1, 2017, an Amendment to said Agreement to allow for improvements and extensions ("Amendment") was made between the CITY and LESSEE; and

WHEREAS, the City of Bloomington, in partnership with The Mclean County Soil and Water Conservation District, is implementing a cover crop program to address waterway rehabilitation and drainage issues on City-owned farms, the terms will be altered to include mandatory best practices in adherence to this program; and

WHEREAS, the parties desire to modify the Amendment, as set forth herein, to alter the term of the Amendment to extend from one (1) year renewal terms to three (3) year renewal terms;

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 Amendment as if fully set forth herein.

2. Agreement. Section 4.(A)(3) shall be modified as follows:

"3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state, and federal agencies and other conservation compliance requirements of federal farm programs. The following items must be adhered to:

- Participation in The City of Bloomington Cover Crop Program.
- Utilization of nutrient management practices that include spring or split fertilizer application, with very little fall application. Nitrogen receipts must be supplied to City of Bloomington no later than November 30 of each year.
- No-till or Conservation Tillage methods will be used to reduce erosion and runoff.

Partner with the City of Bloomington Public Works Department, Water division to install 36-foot-wide filter strips along all waterways, streams, and/or any other form of flowing water source.

3. Amendment. Section C. of the Amendment shall be modified as follows:

C. Lease Extensions. Lease Extension #6. This lease, originally dated October 20, 2015, shall be extended from **March 1, 2022**, to **February 28, 2025**, at an annual cash rent of \$18,503.60.

3. In all other respects the Agreement and Amendment for a cash farm lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement and Amendment for a cash farm lease in duplicate this day and year first above written.

CITY OF BLOOMINGTON

PAUL AND KAREN KIESER

By: _____
Its City Manager

By: 
Their Representative

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: March 28, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington is required by Chapter 44 of the City Code, and by 65 ILCS 5/11-13-19 of the Illinois Municipal Code, to annually adopt the Official Zoning Map for the preceding calendar year, and to publish the Official Zoning Map no later than March 31st of each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations, and classifications for the preceding calendar year. In addition, Chapter 44, Section 44-205 of the City Code provides that in the event there have been significant or numerous changes in zoning, the City Council may, by resolution, adopt an Official Zoning Map showing those changes.

Over the course of the year in 2021, the City adopted a revised zoning ordinance that established a new R-D Downtown Residence and multiple other map amendments, as the result of community petitions; these are included in the map, attached as "Exhibit A" to the proposed Resolution. A complete list of Common Address and PINs for Map Amendments Occurring in 2021 has been provided for reference.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Each map amendment, approved in 2021 and represented in the Official 2021 Zoning Map, has undergone review by City Staff and the Planning Commission. Each amendment required a public hearing with opportunity for public comment and testimony, and included additional consideration and action by City Council before final approval. The proposed Resolution is a formality of incorporating already-approved changes into the visual representation of zoning within the City.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: ED N-1.1 Enhance the livability of all Bloomington Neighborhoods. ED-4.4 Evaluate commercial land use need in the context of changing economic trends.

Respectfully submitted for Council consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

Reviewed by:



Melissa Holt, Economic and Community Development Director

3/20/2022



Melissa Holt, Economic and Community Development Director

3/24/2022



F. Scott Rathbun, Finance Director

3/24/2022

Cecilia Reichert

Cecilia Reichert, Administrative Assistant

3/24/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- E&CD 3B Resolution for Official Zoning Map 2021
- E&CD 3C Resolution Exhibit A_Official 2021 Zoning Map
- E&CD 3D Map Amendments Occurring in 2021

RESOLUTION NO. 2022 - _____

**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**

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the thirty first (31st) day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations, and classifications of such municipality for the preceding calendar year; and

WHEREAS, the City Council adopted the Official 2020 Zoning Map (Res. 2021-13) on March 22, 2021, which superseded the Official 2019 Zoning Map; and

WHEREAS, the map published by the corporate authority shall be the Official Zoning Map, and when multiple changes occur and said map becomes difficult to interpret, said map shall be revised and a new Official Zoning Map showing the revisions shall be adopted;

WHEREAS, adopted changes to the Official 2020 Zoning Map, as of December 31, 2021, have been reviewed and incorporated into the map attached as Exhibit A and hereinafter referred to as the "Official Zoning Map", which is attached hereto and made part hereof by this reference; and

WHEREAS, pursuant to Chapter 44.2-2 of the Bloomington City Code, one (1) copy of the Official Zoning Map and thereafter one (1) copy of the current annual revision thereto are to be kept for public inspection in the Office of the City Clerk and in the Office of the Director of Economic and Community Development; and

WHEREAS, each such map shall be identified by the signature of the Mayor, attested by the City Clerk, and bearing the seal of the City under the words: This is to certify that the Official Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended; and

WHEREAS, the City Council of said City has the power to pass this resolution and adopt the Official 2021 Zoning Map with revisions as of December 31, 2021, as the Official Zoning Map of said City, which supersedes the Official 2020 Zoning Map adopted on March 22, 2021.

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

The Official 2021 Zoning Map of the City of Bloomington Illinois is hereby approved.

PASSED this 28th day of March 2022.

APPROVED this _____ day of March 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



OFFICIAL 2021 ZONING MAP



0 2,000 4,000
Feet

Legend

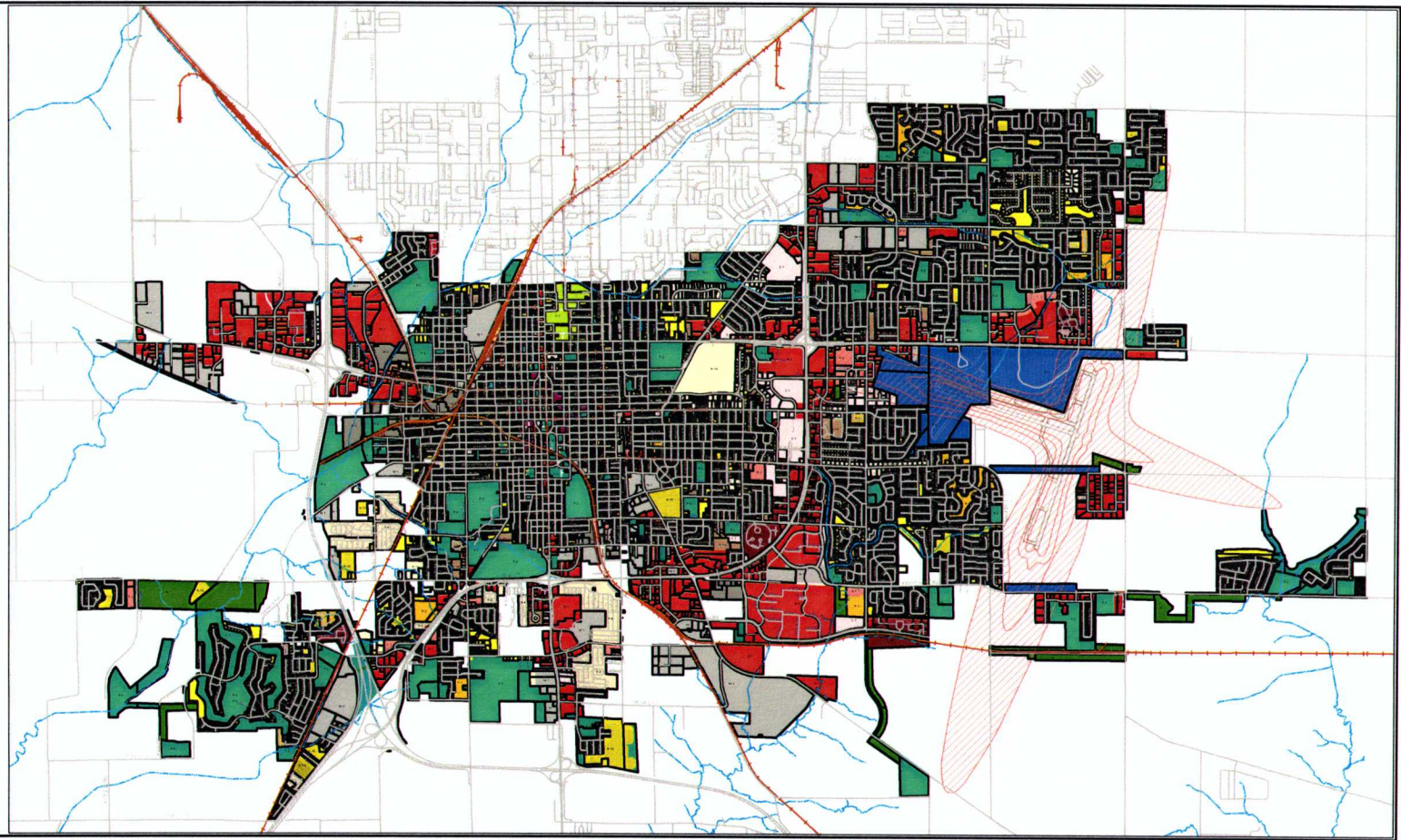
- Streets
- Railroad
- Streams
- Parcels
- S-1 Airport Noise Impact District

Zoning Classifications

- A-Agriculture
- P-1 University District
- P-2 Public Land and Institutions
- P-3 Airport District
- B-1 General Commercial District
- B-2 Local Commercial District
- C-1 Office District
- D-1 Central Business District
- D-2 Downtown Transition District
- D-3 Downtown Warehouse and Arts District
- M-1 Restricted Manufacturing District
- M-2 General Manufacturing District
- R-1A Single-Family Residence District
- R-1B Single-Family Residence District
- R-1C Single-Family Residence District
- R-1H Single-Family Manufactured Home Residence District
- R-2 Mixed Residence District
- R-3 Downtown Residence District
- R-3A Multiple-Family Residence District
- R-3B Multiple-Family Residence District
- R-4 Manufactured Home Park District
- GAP-1 Estate House, Manor
- GAP-2 House, Estate House, Manor
- GAP-3 Iconic House, Manor, Apt on corners
- GAP-4 Iconic House, Manor, Rowhouse, Apt on corners
- GAP-5 Commercial, Cottage Commercial, Iconic, Apt
- GAP-6 Warehouse

UPDATE: 3/14/2022

DISCLAIMER:
THE CITY OF BLOOMINGTON, ILLINOIS, AND ITS COMMISSIONERS, OFFICIALS, EMPLOYEES, AND AGENTS, MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION CONTAINED HEREIN. THE CITY OF BLOOMINGTON, ILLINOIS, AND ITS COMMISSIONERS, OFFICIALS, EMPLOYEES, AND AGENTS, SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS INFORMATION.





Common Address and PINs for Map Amendments Occurring in 2021

Date Changed	Property Address	City/State	PIN	2021 Zoning
10/13/21	2002 FOX CREEK RD	BLOOMINGTON IL, 61701	2117302017	P-2
5/24/21	1300 W WASHINGTON ST	BLOOMINGTON IL, 61701	2105330007	M-2
5/24/21	2441 S MAIN ST	BLOOMINGTON IL, 61702	2116376011	M-1
5/24/21	2441 S MAIN ST	BLOOMINGTON IL, 61702	2116376012	M-1
5/10/21	2813 BREEZEWOOD BLVD	BLOOMINGTON IL, 61704	2121252015	R-1C
4/29/21	NOT ADDRESSED	BLOOMINGTON IL, 61701	2102158001	R-1B
4/29/21	107 N MERCER AVE	BLOOMINGTON IL, 61701	2102158002	R-1B
4/29/21	110 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158003	R-1B
4/29/21	112 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158004	R-1B
4/29/21	114 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158005	R-1B
4/29/21	116 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158006	R-1B
4/29/21	118 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158007	R-1B
4/29/21	119 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158008	R-1B
4/29/21	117 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158009	R-1B
4/29/21	115 N BELLEMONT RD	BLOOMINGTON IL, 61701	2102158010	R-1B
3/25/21	112 E WASHINGTON ST	BLOOMINGTON IL, 61701	2104334007	D-1 / S-4
3/25/21	NOT ADDRESSED	BLOOMINGTON, IL 61704	1531278003	R-2 / S-1
3/25/21	NOT ADDRESSED	BLOOMINGTON, IL 61704	1531276026	R-2 / S-1
2/24/21	101-103 DONNIE DR	BLOOMINGTON, IL 61704	2116126040	R-3B

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	111 SOUTHGATE DR	BLOOMINGTON, IL 61704	2116405002	C-1
2/8/21	NOT ADDRESSED	BLOOMINGTON, IL 61704	2116451026	C-1
2/8/21	201 SOUTHGATE DR	BLOOMINGTON, IL 61704	2116405003	C-1
2/8/21	NOT ADDRESSED	BLOOMINGTON, IL 61704	2116451027	C-1
2/8/21	2430 S MAIN ST	BLOOMINGTON, IL 61704	2116451024	C-1
2/8/21	2434 S MAIN ST	BLOOMINGTON, IL 61704	2116451025	C-1
2/8/21	2438 S MAIN ST	BLOOMINGTON, IL 61704	2116451009	C-1
2/8/21	409 N GRIDLEY ST	BLOOMINGTON, IL 61701	2104271001	R-D
2/8/21	409 N GRIDLEY ST	BLOOMINGTON, IL 61701	2104271002	R-D
2/8/21	409 N GRIDLEY ST	BLOOMINGTON, IL 61701	2104271003	R-D
2/8/21	507 W GROVE ST	BLOOMINGTON, IL 61701	2104314023	R-D
2/8/21	512 W GROVE ST	BLOOMINGTON, IL 61701	2104318009	R-D
2/8/21	514 W GROVE ST	BLOOMINGTON, IL 61701	2104318008	R-D
2/8/21	520 W GROVE ST	BLOOMINGTON, IL 61701	2104318005	R-D
2/8/21	310 S PRAIRIE ST	BLOOMINGTON, IL 61701	2104453004	R-D
2/8/21	313 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104453008	R-D
2/8/21	510 W GROVE ST	BLOOMINGTON, IL 61701	2104318010	R-D
2/8/21	516 W GROVE ST	BLOOMINGTON, IL 61701	2104318007	R-D
2/8/21	525 W GROVE ST	BLOOMINGTON, IL 61701	2104314014	R-D
2/8/21	405 N MASON ST	BLOOMINGTON, IL 61701	2104160008	R-D
2/8/21	401 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104161009	R-D
2/8/21	305 1/2 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104453005	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	603-605 W MONROE ST	BLOOMINGTON, IL 61701	2104160012	R-D
2/8/21	104 S MASON ST	BLOOMINGTON, IL 61701	2104314002	R-D
2/8/21	609 W MONROE ST	BLOOMINGTON, IL 61701	2104160010	R-D
2/8/21	104 N OAK ST	BLOOMINGTON, IL 61701	2104309005	R-D
2/8/21	523 W GROVE ST	BLOOMINGTON, IL 61701	2104314015	R-D
2/8/21	407 N MASON ST	BLOOMINGTON, IL 61701	2104160007	R-D
2/8/21	509 W OLIVE ST	BLOOMINGTON, IL 61701	2104318022	R-D
2/8/21	307 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104453006	R-D
2/8/21	406 N ROOSEVELT AVE	BLOOMINGTON, IL 61701	2104162014	R-D
2/8/21	504 & 504 1/2 W GROVE ST	BLOOMINGTON, IL 61701	2104318013	R-D
2/8/21	405 N GRIDLEY ST, UNIT F	BLOOMINGTON, IL 61701	2104269006	R-D
2/8/21	401 N GRIDLEY ST, UNIT B	BLOOMINGTON, IL 61701	2104269002	R-D
2/8/21	401 N GRIDLEY ST, UNIT C	BLOOMINGTON, IL 61701	2104269003	R-D
2/8/21	401 N GRIDLEY ST, UNIT D	BLOOMINGTON, IL 61701	2104269004	R-D
2/8/21	405 N GRIDLEY ST, UNIT E	BLOOMINGTON, IL 61701	2104269005	R-D
2/8/21	401 N GRIDELY ST, UNIT A	BLOOMINGTON, IL 61701	2104269001	R-D
2/8/21	508 W GROVE ST	BLOOMINGTON, IL 61701	2104318011	R-D
2/8/21	518 W GROVE ST	BLOOMINGTON, IL 61701	2104318006	R-D
2/8/21	606-608 W WASHINGTON ST	BLOOMINGTON, IL 61701	2104309002	R-D
2/8/21	407 N GRIDLEY ST, UNIT A	BLOOMINGTON, IL 61701	2104270001	R-D
2/8/21	407 N GRIDELY ST, UNIT B	BLOOMINGTON, IL 61701	2104270002	R-D
2/8/21	407 N GRIDLEY ST, UNIT C	BLOOMINGTON, IL 61701	2104270003	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	406 1/2 N ROOSEVELT AVE	BLOOMINGTON, IL 61701	2104162013	R-D
2/8/21	602 W WASHINGTON ST	BLOOMINGTON, IL 61701	2104309004	R-D
2/8/21	206 S MASON ST	BLOOMINGTON, IL 61701	2104318003	R-D
2/8/21	604 W FRONT ST	BLOOMINGTON, IL 61701	2104314006	R-D
2/8/21	304 S PRAIRIE ST	BLOOMINGTON, IL 61701	2104453001	R-D
2/8/21	408 N ROOSEVELT AVE	BLOOMINGTON, IL 61701	2104162012	R-D
2/8/21	308 S PRAIRIE ST	BLOOMINGTON, IL 61701	2104453003	R-D
2/8/21	208 S MASON ST	BLOOMINGTON, IL 61701	2104318004	R-D
2/8/21	410 N OAK ST	BLOOMINGTON, IL 61701	2104160013	R-D
2/8/21	407 N LEE ST	BLOOMINGTON, IL 61701	2104162017	R-D
2/8/21	513 W GROVE ST	BLOOMINGTON, IL 61701	2104314020	R-D
2/8/21	603 W FRONT ST	BLOOMINGTON, IL 61701	2104309009	R-D
2/8/21	506 W GROVE ST	BLOOMINGTON, IL 61701	2104318012	R-D
2/8/21	522 W GROVE ST	BLOOMINGTON, IL 61701	2104318001	R-D
2/8/21	607 W MONROE ST	BLOOMINGTON, IL 61701	2104160011	R-D
2/8/21	611 W MONROE ST	BLOOMINGTON, IL 61701	2104160009	R-D
2/8/21	608-610 W MONROE ST	BLOOMINGTON, IL 61701	2104163017	R-D
2/8/21	612-614 W MONROE ST	BLOOMINGTON, IL 61701	2104163016	R-D
2/8/21	605 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301016	R-D
2/8/21	204 S MASON ST	BLOOMINGTON, IL 61701	2104318002	R-D
2/8/21	606 W FRONT ST	BLOOMINGTON, IL 61701	2104314004	R-D
2/8/21	608 W FRONT ST	BLOOMINGTON, IL 61701	2104314003	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	610 W FRONT ST	BLOOMINGTON, IL 61701	2104314001	R-D
2/8/21	512 W FRONT ST	BLOOMINGTON, IL 61701	2104314008	R-D
2/8/21	604 1/2 W FRONT ST	BLOOMINGTON, IL 61701	2104314005	R-D
2/8/21	601 W MONROE ST	BLOOMINGTON, IL 61701	2104160015	R-D
2/8/21	609 W FRONT ST	BLOOMINGTON, IL 61701	2104309006	R-D
2/8/21	302 S PRAIRIE ST	BLOOMINGTON, IL 61701	2104452004	R-D
2/8/21	519 W GROVE ST	BLOOMINGTON, IL 61701	2104314017	R-D
2/8/21	521 W GROVE ST	BLOOMINGTON, IL 61701	2104314016	R-D
2/8/21	311 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104453007	R-D
2/8/21	306 S PRAIRIE ST	BLOOMINGTON, IL 61701	2104453002	R-D
2/8/21	JACKSON	BLOOMINGTON, IL 61701	2104453009	R-D
2/8/21	610 W WASHINGTON ST	BLOOMINGTON, IL 61701	2104309001	R-D
2/8/21	601 & 601 1/2 W FRONT ST	BLOOMINGTON, IL 61701	2104309010	R-D
2/8/21	605 W FRONT ST	BLOOMINGTON, IL 61701	2104309008	R-D
2/8/21	509 W GROVE ST	BLOOMINGTON, IL 61701	2104314022	R-D
2/8/21	511 W GROVE ST	BLOOMINGTON, IL 61701	2104314021	R-D
2/8/21	605 W OLIVE ST	BLOOMINGTON, IL 61701	2104318019	R-D
2/8/21	603 W OLIVE ST	BLOOMINGTON, IL, 61701	2104318020	R-D
2/8/21	301 E OLIVE ST	BLOOMINGTON, IL 61701	2104452001	R-D
2/8/21	303 E OLIVE ST	BLOOMINGTON, IL 61701	2104452002	R-D
2/8/21	616 W MONROE ST	BLOOMINGTON, IL 61701	2104163015	R-D
2/8/21	604 W WASHINGTON ST	BLOOMINGTON, IL 61701	2104309003	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	406 N OAK ST	BLOOMINGTON, IL 61701	2104160014	R-D
2/8/21	603 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301017	R-D
2/8/21	306 N OAK ST	BLOOMINGTON, IL 61701	2104163020	R-D
2/8/21	607 W FRONT ST	BLOOMINGTON, IL 61701	2104309007	R-D
2/8/21	602 W FRONT ST	BLOOMINGTON, IL 61701	2104314007	R-D
2/8/21	515 W GROVE ST	BLOOMINGTON, IL 61701	2104314019	R-D
2/8/21	517 W GROVE ST	BLOOMINGTON, IL 61701	2104314018	R-D
2/8/21	601 W OLIVE ST	BLOOMINGTON, IL 61701	2104318021	R-D
2/8/21	607 W OLIVE ST	BLOOMINGTON, IL 61701	2104318018	R-D
2/8/21	305 E OLIVE ST	BLOOMINGTON, IL 61701	2104452003	R-D
2/8/21	305 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104452005	R-D
2/8/21	611 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301027	R-D
2/8/21	405 N LEE ST	BLOOMINGTON, IL 61701	2104162005	R-D
2/8/21	602 W OLIVE ST	BLOOMINGTON, IL 61701	2104353003	R-D
2/8/21	607 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301028	R-D
2/8/21	408-410 N LEE ST	BLOOMINGTON, IL 61701	2104161008	R-D
2/8/21	405 N OAK ST	BLOOMINGTON, IL, 61701	2104161004	R-D
2/8/21	407 N OAK ST	BLOOMINGTON, IL 61701	2104161003	R-D
2/8/21	601 W JEFFERSON ST	BLOOMINGTON, IL 61701	2104301029	R-D
2/8/21	410 E MILL ST	BLOOMINGTON, IL 61701	2104460014	R-D
2/8/21	209-211 S MCLEAN ST	BLOOMINGTON, IL 61701	2104418008	R-D
2/8/21	406 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104458006	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	301 S MCLEAN ST	BLOOMINGTON, IL 61701	2104456007	R-D
2/8/21	406 E JACKSON ST	BLOOMINGTON, IL 61701	2104458009	R-D
2/8/21	404 E JACKSON ST	BLOOMINGTON, IL 61701	2104458008	R-D
2/8/21	412 E MILL ST	BLOOMINGTON, IL 61701	2104460015	R-D
2/8/21	411 E OLIVE ST	BLOOMINGTON, IL 61701	2104456006	R-D
2/8/21	504 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104460002	R-D
2/8/21	408 E MILL ST	BLOOMINGTON, IL 61701	2104460013	R-D
2/8/21	406 E MILL ST	BLOOMINGTON, IL 61701	2104460012	R-D
2/8/21	402 E MILL ST	BLOOMINGTON, IL 61701	2104460010	R-D
2/8/21	405 S MCLEAN ST	BLOOMINGTON, IL 61701	2104458013	R-D
2/8/21	408 E JACKSON ST	BLOOMINGTON, IL 61701	2104458010	R-D
2/8/21	409 E MILL ST	BLOOMINGTON, IL 61701	2104462005	R-D
2/8/21	409 E OLIVE ST	BLOOMINGTON, IL 61701	2104456005	R-D
2/8/21	405 E TAYLOR ST	BLOOMINGTON, IL 61701	2104458002	R-D
2/8/21	210 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104418003	R-D
2/8/21	411 E MILL ST	BLOOMINGTON, IL 61701	2104462006	R-D
2/8/21	407 E OLIVE ST	BLOOMINGTON, IL 61701	2104456004	R-D
2/8/21	405 E OLIVE ST	BLOOMINGTON, IL 61701	2104456003	R-D
2/8/21	403 S MCLEAN ST	BLOOMINGTON, IL 61701	2104458012	R-D
2/8/21	208 S MCLEAN ST	BLOOMINGTON, IL 61701	2104419008	R-D
2/8/21	407 E JACKSON ST	BLOOMINGTON, IL 61701	2104460006	R-D
2/8/21	405 E JACKSON ST	BLOOMINGTON, IL 61701	2104460005	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	403 E JACKSON ST	BLOOMINGOTN, IL 61701	2104460004	R-D
2/8/21	502 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104460001	R-D
2/8/21	404 E MILL ST	BLOOMINGTON, IL 61701	2104460011	R-D
2/8/21	407 E MILL ST	BLOOMINGTON, IL 61701	2104462004	R-D
2/8/21	413 E JACKSON ST	BLOOMINGTON, IL 61701	2104460009	R-D
2/8/21	411 E JACKSON ST	BLOOMINGTON, IL 61701	2104460008	R-D
2/8/21	505 S MCLEAN ST	BLOOMINGTON, IL 61701	2104460017	R-D
2/8/21	305 S MCLEAN ST	BLOOMINGTON, IL 61701	2104456016	R-D
2/8/21	404 E TAYLOR ST	BLOOMINGTON, IL 61701	2104456011	R-D
2/8/21	405 E MILL ST	BLOOMINGTON, IL 61701	2104462003	R-D
2/8/21	403 E MILL ST	BLOOMINGTON, IL 61701	2104462002	R-D
2/8/21	406 E TAYLOR ST	BLOOMINGTON, IL 61701	2104456012	R-D
2/8/21	402 E JACKSON ST	BLOOMINGTON, IL 61701	2104458007	R-D
2/8/21	413 E MILL ST	BLOOMINGTON, IL 61701	2104462007	R-D
2/8/21	407 S MCLEAN ST	BLOOMINGTON, IL 61701	2104458014	R-D
2/8/21	304 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456019	R-D
2/8/21	303 S MCLEAN ST	BLOOMINGTON, IL 61701	2104456015	R-D
2/8/21	307 S MCLEAN ST	BLOOMINGTON, IL 61701	2104456017	R-D
2/8/21	409 E TAYLOR ST	BLOOMINGTON, IL 61701	2104458004	R-D
2/8/21	407 E TAYLOR ST	BLOOMINGTON, IL 61701	2104458003	R-D
2/8/21	403 E TAYLOR ST	BLOOMINGTON, IL 61701	2104458001	R-D
2/8/21	506 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104460003	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	408 E TAYLOR ST	BLOOMINGTON, IL 61701	2104456013	R-D
2/8/21	306 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456008	R-D
2/8/21	403 E OLIVE ST	BLOOMINGTON, IL 61701	2104456002	R-D
2/8/21	302 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456018	R-D
2/8/21	410 E TAYLOR ST	BLOOMINGTON, IL 61701	2104456014	R-D
2/8/21	410 E OAKLAND AVE	BLOOMINGTON, IL 61701	2104462015	R-D
2/8/21	408 E OAKLAND AVE	BLOOMINGTON, IL 61701	2104462014	R-D
2/8/21	308 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456010	R-D
2/8/21	412 E OAKLAND AVE	BLOOMINGTON, IL 61701	2104462016	R-D
2/8/21	503 S MCLEAN ST	BLOOMINGTON, IL 61701	2104460016	R-D
2/8/21	409 E JACKSON ST	BLOOMINGTON, IL 61701	2104460007	R-D
2/8/21	306 1/2 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104456009	R-D
2/8/21	406 E OAKLAND AVE	BLOOMINGTON, IL 61701	2104462013	R-D
2/8/21	609 S MCLEAN ST	BLOOMINGTON, IL 61701	2104465001	R-D
2/8/21	611 S MCLEAN ST	BLOOMINGTON IL 61701	2104465002	R-D
2/8/21	613 S MCLEAN ST	BLOOMINGTON IL 61701	2104465003	R-D
2/8/21	615 S MCLEAN ST	BLOOMINGTON, IL 61701	2104465004	R-D
2/8/21	401 S MCLEAN ST	BLOOMINGTON, IL 61701	2104458015	R-D
2/8/21	409 N GRIDLEY ST, UNIT D	BLOOMINGTON, IL 61701	2104272001	R-D
2/8/21	409 N GRIDLEY ST, UNIT E	BLOOMINGTON, IL 61701	2104272002	R-D
2/8/21	409 N GRIDLEY ST, UNIT F	BLOOMINGTON, IL 61701	2104272003	R-D
2/8/21	420 E GROVE ST	BLOOMINGTON, IL 61701	2104415014	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	414-416 E GROVE ST	BLOOMINGTON, IL 61701	2104415012	R-D
2/8/21	410 E GROVE ST	BLOOMINGTON, IL 61701	2104415011	R-D
2/8/21	510 E GROVE ST	BLOOMINGTON, IL 61701	2104416012	R-D
2/8/21	501 E FRONT ST	BLOOMINGTON, IL 61701	2104416001	R-D
2/8/21	704 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104430008	R-D
2/8/21	608 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429009	R-D
2/8/21	606 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429008	R-D
2/8/21	604 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429007	R-D
2/8/21	602 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429006	R-D
2/8/21	418 E GROVE ST	BLOOMINGTON, IL 61701	2104415013	R-D
2/8/21	409 E GROVE ST	BLOOMINGTON, IL 61701	2104418005	R-D
2/8/21	407 E GROVE ST	BLOOMINGTON, IL 61701	2104418004	R-D
2/8/21	503 E GROVE ST	BLOOMINGTON, IL 61701	2104419002	R-D
2/8/21	409 E GROVE ST	BLOOMINGTON, IL 61701	2104418006	R-D
2/8/21	401 E GROVE ST	BLOOMINGTON, IL 61701	2104418009	R-D
2/8/21	104 S MCLEAN ST	BLOOMINGTON, IL 61701	2104416007	R-D
2/8/21	610 E FRONT ST	BLOOMINGTON, IL 61701	2104432011	R-D
2/8/21	608 E FRONT ST	BLOOMINGTON, IL 61701	2104432010	R-D
2/8/21	103 N EVANS ST	BLOOMINGTON, IL 61701	2104432003	R-D
2/8/21	612 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104429010	R-D
2/8/21	512 E OLIVE ST	BLOOMINGTON, IL 61701	2104419013	R-D
2/8/21	510 E OLIVE ST	BLOOMINGTON, IL 61701	2104419012	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	514 E OLIVE ST	BLOOMINGTON, IL 61701	2104419017	R-D
2/8/21	701 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104433001	R-D
2/8/21	507 E FRONT ST	BLOOMINGTON, IL 61701	2104416004	R-D
2/8/21	103 S MCLEAN ST	BLOOMINGTON, IL 61701	2104415008	R-D
2/8/21	404 1/2 E MONROE ST	BLOOMINGTON, IL 61701	2104263014	R-D
2/8/21	203 N CLAYTON ST	BLOOMINGTON, IL 61701	2104430006	R-D
2/8/21	613 E JEFFERSON ST	BLOOMINGTON, IL 61701	2104429005	R-D
2/8/21	511 E GROVE ST	BLOOMINGTON, IL 61701	2104419014	R-D
2/8/21	509 E GROVE ST	BLOOMINGTON, IL 61701	2104419019	R-D
2/8/21	505 E FRONT ST	BLOOMINGTON, IL 61701	2104416003	R-D
2/8/21	503 & 503 1/2 E FRONT ST	BLOOMINGTON, IL 61701	2104416002	R-D
2/8/21	101 S MCLEAN ST	BLOOMINGTON, IL 61701	2104415007	R-D
2/8/21	204 S MCLEAN ST	BLOOMINGTON, IL 61701	2104419006	R-D
2/8/21	703 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104433003	R-D
2/8/21	207 S MCLEAN ST	BLOOMINGTON, IL 61701	2104418007	R-D
2/8/21	505 E GROVE ST	BLOOMINGTON, IL 61701	2104419003	R-D
2/8/21	501 E GROVE ST	BLOOMINGTON, IL 61701	2104419001	R-D
2/8/21	706 E FRONT ST	BLOOMINGTON, IL 61701	2104433009	R-D
2/8/21	704 E FRONT ST	BLOOMINGTON, IL 61701	2104433013	R-D
2/8/21	702 E FRONT ST	BLOOMINGTON, IL 61701	2104433012	R-D
2/8/21	702 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104430007	R-D
2/8/21	710 E FRONT ST	BLOOMINGTON, IL 61701	2104433011	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	612 E FRONT ST	BLOOMINGTON, IL 61701	2104432012	R-D
2/8/21	611 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432006	R-D
2/8/21	609 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432005	R-D
2/8/21	607 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432004	R-D
2/8/21	605 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432002	R-D
2/8/21	504 E GROVE ST	BLOOMINGTON, IL 61701	2104416009	R-D
2/8/21	609 E JEFFERSON	BLOOMINGTON, IL 61701	2104429004	R-D
2/8/21	601 E JEFFERSON ST	BLOOMINGTON, IL 61701	2104429001	R-D
2/8/21	508 E OLIVE ST	BLOOMINGTON, IL 61701	2104419011	R-D
2/8/21	208 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104418010	R-D
2/8/21	507 E GROVE ST	BLOOMINGTON, IL 61701	2104419018	R-D
2/8/21	206 S MCLEAN ST	BLOOMINGTON, IL 61701	2104419007	R-D
2/8/21	508 E GROVE ST	BLOOMINGTON, IL 61701	2104416011	R-D
2/8/21	606 E FRONT ST	BLOOMINGTON, IL 61701	2104432009	R-D
2/8/21	512-518 E GROVE ST	BLOOMINGTON, IL 61701	2104416013	R-D
2/8/21	602 E FRONT ST	BLOOMINGTON, IL 61701	2104432007	R-D
2/8/21	502 E GROVE ST	BLOOMINGTON, IL 61701	2104416008	R-D
2/8/21	203 S EVANS ST	BLOOMINGTON, IL 61701	2104419015	R-D
2/8/21	708 E FRONT ST, APT 1	BLOOMINGTON, IL 61701	2104433010	R-D
2/8/21	205 S EVANS ST	BLOOMINGTON, IL 61701	2104419016	R-D
2/8/21	701 1/2 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104433002	R-D
2/8/21	601 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104432001	R-D

Common Address and PINs for Map Amendments Occurring in 2021

2/8/21	506 E OLIVE ST	BLOOMINGTON, IL 61701	2104419010	R-D
2/8/21	504 E OLIVE ST	BLOOMINGTON, IL 61701	2104419009	R-D
2/8/21	607 E JEFFERSON ST	BLOOMINGTON, IL 61701	2104429003	R-D
2/8/21	603 E JEFFERSON ST	BLOOMINGTON, IL 61701	2104429002	R-D
2/8/21	604 E FRONT ST	BLOOMINGTON, IL 61701	2104432008	R-D
2/8/21	407 N GRIDLEY ST, UNIT F	BLOOMINGTON, IL 61701	2104273003	R-D
2/8/21	407 N GRIDLEY ST, UNIT D	BLOOMINGTON, IL 61701	2104273001	R-D
2/8/21	407 N GRIDLEY ST, UNIT E	BLOOMINGTON, IL 61701	2104273002	R-D
2/8/21	402 E GROVE ST	BLOOMINGTON, IL 61701	2104415016	R-D
2/8/21	404 E MONROE ST, UNIT 2	BLOOMINGTON, IL 61701	2104274002	R-D
2/8/21	404 E MONROE ST, UNIT 3	BLOOMINGTON, IL 61701	2104274003	R-D
2/8/21	506 E GROVE ST	BLOOMINGTON, IL 61701	2104416010	R-D
2/8/21	404 E MONROE ST, UNIT 1	BLOOMINGTON, IL 61701	2104274001	R-D
2/8/21	602 S GRIDLEY ST	BLOOMINGTON, IL 61701	2104462020	R-D
2/8/21	710 E WASHINGTON ST	BLOOMINGTON, IL 61701	2104430015	R-D
2/8/21	202 W LOCUST ST	BLOOMINGTON, IL 61701	2104176017	D-2
1/11/21	806 S MORRIS AVE	BLOOMINGTON, IL 61701	2108228003	R-2
1/11/21	829 W ELM ST	BLOOMINGTON, IL 61701	2108228013	R-2



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: March 28, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: The City has a responsibility to its residents to enforce the ordinances that have been put in place. These ordinances are intended to protect the rights and property of residents and provide for the orderly functioning of the community. For example, parking enforcement is expected by the community, related to the orderly management of that activity; handicap zones, loading zones, etc. The issuance of citations, and the subsequent actions to collect on those provides the mechanism for enforcement.

Additionally, the City has material costs related to the enforcement of its ordinances. For example, parking enforcement includes staff, vehicles etc. Without the proper tools being made available for the collection of citations and fines, the City is challenged to cover the cost of enforcement, and the regard for following the City's ordinances is diminished.

While City staff has authority to engage in settlements, assess fees etc., the formalization of the City code related to the collection of debts would provide for additional flexibility in that effort. This update will specifically enable the expanded use of the State's Local Debt Recovery Program, also known as IDROP, for parking citation debt. The State is requiring this update to City code, formalizing the language on collection related expenses, before the City will be allowed to include those expenses in the program. Additional information related to this need is as follows:

- Collection of citations has proven difficult.
- The City has employed the collections affiliate of its parking system provider since 2017.
- Even with this firm's activities, there are multiple hundreds of thousands of dollars owed to the City for violations.

- The collections affiliate adds \$13 per citation when it is moved to collections (after 90 days past the original due date) as an offset to their costs for escalation activities.
- If the code is not updated and the City proceeds with the IDROP program, hard costs related to the collection firm's activities will be incurred by the City, as dollars will still be owed to the collections firm.

In summary, current City code reflects an escalation in amounts due on violations delinquently paid (amounts inclusive of penalties). This escalation in amounts due helps to offset internal expenses realized in the collection of past due debts. The City may, however, incur additional external expenses in the efforts to collect these debts, such as attorneys' fees, court costs, or collection agency fees. This amendment will clarify that the City may include these additional fees to the amounts already stipulated in the code.

The proposed ordinance also removes dated "arrest" language relating to parking tickets.

This item was originally presented to Council on the 2-14-22 meeting agenda as item 7F: 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 voted at the 2-14-22 meeting to table the item to a future date so it is being reintroduced at this evening's meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:


Jeffrey R. Jurgens, Corporation Counsel

3/9/2022


Tara Henry, Legislative Assistant & Records Manager

3/11/2022

Attachments:

- FIN 2B Ordinance_Collection Costs

ORDINANCE NO. 2022 - _____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 2
AND CHAPTER 29 REGARDING COLLECTION COSTS

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 2-332(A)(4) to read as follows:

§ 2-332 [Ch. 1, Sec. 7] Settlement of litigation, claims and collections

For any judgment obtained by the City or for any other amount owed to the City, the City Manager is authorized to enter into an agreement with one or more collection agencies for the collection of said debts. Any fees or cost incurred by the City with respect to such collection agencies shall be charged to the debtor/offender.

SECTION 2. That Bloomington City Code Chapter 29, shall be amended by amending Section 29-1704 to read as follows:

§ 29-1704 [Ch. 29, Sec. 137] Failure to comply with traffic citation attached to parked vehicle.

If a violator of the restrictions on stopping, standing or parking under the traffic law or ordinances does not appear in response to a traffic citation affixed to such motor vehicle within a period of five days, the Police Department shall send to the owner of the motor vehicle to which the traffic citation was affixed a letter informing the violator ~~him~~ of the violation and warning the violator ~~him~~ of any potential consequences ~~that in the event such letter is disregarded for a period of five days, a warrant of arrest will be issued.~~ Any fees or cost incurred by the City with respect to attorneys and/or private collection agencies retained by the City shall be charged to the offender.

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 she 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 ten (10) days after approval and publication.

PASSED this 14th day of March 2022.

APPROVED this _____ day of March 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: March 28, 2022

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

SUBJECT: 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.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Public Works is recommending an Ordinance reinstating the Preliminary Plan of Fox Lake Subdivision and Approving the Final Plat of the Fox Lake Subdivision Seventh Addition.

The subject property is approximately 3.911 acres south of Fox Creek Road at Savanna Road. The lot configuration is consistent with the Subdivision's Amended Preliminary Plan originally approved by Council on August 25, 1998, and last reinstated July 13, 2015. The existing Parcel Identification Number for the property being subdivided is 21-18-330-012. Tap-on fees and sureties are required as part of this final plat.

It has been at least 3 years since approval of the last preliminary plan. Therefore, the preliminary plan approved for Fox Lake has expired and must be reinstated before this final plat can be approved. The developer intends to continue building single-family homes. The proposed lot and street layout is not changing from what was previously approved. The public improvements have been constructed, except for sidewalks, and any change from the existing preliminary plan would result in significant costs for the developer.

Per Chapter 24, Sec 3.2 (§ 24-302) I(2), City Council may extend the life of a preliminary plan. The Ordinance reinstates the most recent preliminary plan for 3 years. The Ordinance also creates a final plat based on the preliminary plan. The subject plat finishes out this subdivision, and no additional phases to the subdivision are expected.

The zoning in this area is R-1C Single-Family Residence District. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Fox Ridge, L.L.C.

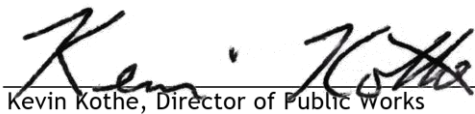
FINANCIAL IMPACT: Fox Ridge, L.L.C. paid all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan (adopted August 2015) Future Land Use map identifies this section adjacent to Savanna Road and Danbury Drive as a built area and medium density residential. The Land Use Priorities map identifies this area as a Tier 1, vacant and under-utilized land, for infill development or redevelopment within the City.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

3/14/2022


Chris Tomertin, Budget Manager

3/15/2022

George Boyle
George Boyle, Assistant Corporation Counsel

3/24/2022


Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- PW 1B Ordinance and Legal Description_Fox Lake Subdivision Seventh Addition Final Plat Ordinance
- PW 1C Final Plat_Fox Lake Subdivision Seventh Addition Final Plat Ordinance
- PW 1D Current Expired Preliminary Plan_Fox Lake Subdivision Seventh Addition Final Plat Ordinance
- PW 1E Owners Petition_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022
- PW 1F County Clerks Certificate_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022
- PW 1G Owners Certificate_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022
- PW 1H School District Certificate_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022
- PW 1I Final Plat Checklist_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022
- PW 1J Final Plat Map_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022
- PW 1K Tap on Memo_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022
- PW 1L Drainage Statement_Fox Lake Subdivision Seventh Addition Final Plat Ordinance 03282022

ORDINANCE NO. 2022 - ____

**AN ORDINANCE REINSTATING THE PRELIMINARY PLAN OF FOX LAKE SUBDIVISION
AND APPROVING THE FINAL PLAT OF FOX LAKE SUBDIVISION SEVENTH ADDITION**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Fox Lake Subdivision Seventh Addition dated November 23, 2021, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, the Fox Lake Subdivision Preliminary Plan, originally approved by Council on August 25, 1998, and last reinstated July 13, 2015, has expired; and

WHEREAS, the subject preliminary plan conforms with the expired preliminary plan; and

WHEREAS, the public improvements for Fox Lake Subdivision 7th Addition have already been constructed; and

WHEREAS, the City Council has the authority to approve this ordinance and reinstate said Preliminary Plan; and

WHEREAS, the City Council has the authority to approve this ordinance and approve said Final Plat; and

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

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

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

SECTION 2. That the "PRELIMINARY PLAN FOX LAKE SUBDIVISION" for 32.81 acres, dated June 4, 2020, depicted in Exhibit B is hereby approved and reinstated.

SECTION 3. That the Final Plat of Fox Lake Subdivision, 7th Addition, dated November 23, 2021, is hereby approved.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

SECTION 5. 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 28th day of March 2022.

APPROVED this ____ day of March 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Description of Property

A part of Lots 16 in Scogin's Subdivision in the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 79 in Fox Lake Subdivision Sixth Addition according to the plat thereof recorded as Document No. 2017-2956 in the McLean County Recorder's Office. From said Point of Beginning, thence east 297.00 feet along the South Line of said Lot 16 in Scogin's Subdivision and the North Line of Lots 7 through 3 in Pepper Ridge Subdivision according to the plat thereof recorded as Document No. 1991-14640 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from north to east with the East Line of said Lot 79 to the Northeast Corner of said Lot 3, also being on the West Line of Danbury Drive; thence north 586.91 feet along said West Line of Danbury Drive which forms an angle to the right of 96°-03'-54" with the last described course to the Southeast Corner of Lot 1 in Fox Lake Subdivision according to the plat thereof recorded as Document No. 1998-41459 in said Recorder's Office; thence west 120.00 feet along the South Line of said Lot 1 which forms an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner thereof, also being on the East Line of Savanna Road; thence south 45.40 feet along said East Line of Savanna Road which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner thereof; thence west 175.00 feet along the South Line of said Savanna Road and the South Line of Lot 87 in Fox Lake Subdivision First Addition according to the plat thereof recorded as Document No. 1999-36953 in said Recorder's Office which form an angle to the right of 270°-00'-00" with the last described course to the Southwest Corner of said Lot 87, also being on the East Line of Lot 85 in said Fox Lake Subdivision Sixth Addition; thence south 396.87 feet along the East Lines of Lots 85 through 80 in said Fox Lake Subdivision Sixth Addition which form an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Lot 80, also being the Northeast Corner of Steppe Lane; thence south 60.00 feet along the East Line of said Steppe Lane which forms an angle to the right of 173°-56'-06" with the last described course to the Southeast Corner of said Steppe Lane; thence west 18.94 feet along the South Line of said Steppe Lane which forms an angle to the right of 270°-00'-00" with the last described course to the Northeast Corner of Lot 79 in said Fox Lake Subdivision Sixth Addition; thence south 115.00 feet along the East Line of said Lot 79 which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

FOX LAKE SUBDIVISION SEVENTH ADDITION

SW 1/4 SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

SURVEYOR'S DECLARATION

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

A part of Lots 16 in Scogin's Subdivision in the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 79 in Fox Lake Subdivision Sixth Addition according to the plat thereof recorded as Document No. 2017-2956 in the McLean County Recorder's Office. From said Point of Beginning, thence east 297.00 feet along the South Line of said Lot 16 in Scogin's Subdivision and the North Line of Lots 7 through 3 in Pepper Ridge Subdivision according to the plat thereof recorded as Document No. 1991-14640 in said Recorder's Office which forms an angle of 90°-00'-00" as measured from north to east with the East Line of said Lot 79 to the Northeast Corner of said Lot 3, also being on the West Line of Danbury Drive; thence north 586.91 feet along said West Line of Danbury Drive which forms an angle to the right of 96°-03'-54" with the last described course to the Southeast Corner of Lot 1 in Fox Lake Subdivision according to the plat thereof recorded as Document No. 1998-41459 in said Recorder's Office; thence west 120.00 feet along the South Line of said Lot 1 which forms an angle to the right of 90°-00'-00" with the last described course to the Southwest Corner thereof, also being on the East Line of Savannah Road; thence south 45.40 feet along said East Line of Savannah Road which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner thereof; thence west 175.00 feet along the South Line of said Savannah Road and the South Line of Lot 87 in Fox Lake Subdivision First Addition according to the plat thereof recorded as Document No. 1999-36953 in said Recorder's Office which form an angle to the right of 270°-00'-00" with the last described course to the Southwest Corner of said Lot 87, also being on the East Line of Lot 85 in said Fox Lake Subdivision Sixth Addition; thence south 396.87 feet along the East Lines of Lots 85 through 80 in said Fox Lake Subdivision Sixth Addition which form an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Lot 80, also being the Northeast Corner of Steppe Lane; thence south 60.00 feet along the East Line of said Steppe Lane which forms an angle to the right of 173°-56'-06" with the last described course to the Southeast Corner of said Steppe Lane; thence west 18.94 feet along the South Line of said Steppe Lane which forms an angle to the right of 270°-00'-00" with the last described course to the Northeast Corner of Lot 79 in said Fox Lake Subdivision Sixth Addition; thence south 115.00 feet along the East Line of said Lot 79 which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

This property contains 3.911 acres and has been subdivided into 16 lots, numbered 88 through 103, inclusive, and the streets and easements as shown. Said Subdivision is to be known as "Fox Lake Subdivision Seventh Addition" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Area of minimal flood hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for Community No. 170490 in McLean County, Illinois, Map No. 17113C0484E, dated July 16, 2008.

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

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

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



DATE: 11-23-21
EXP. DATE: 11-30-2022
DESIGN FIRM REGISTRATION
NO. 184-001856

NOTES:

- Lines extending from curved lines are radial unless noted otherwise.
- Distances shown on curved lines are chord distances unless noted otherwise.
- Part of PIN 21-18-330-012.

OWNER/DEVELOPER:

Core 3 Property Management
c/o Mike Hundman
1707 Hamilton Road
Bloomington, IL 61704
(309) 808-2125

ATTORNEY:

Todd Bugg
2205 E. Empire Street, Suite K
Bloomington, IL 61704
(309) 386-1884

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF McLEAN }

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

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

City Clerk

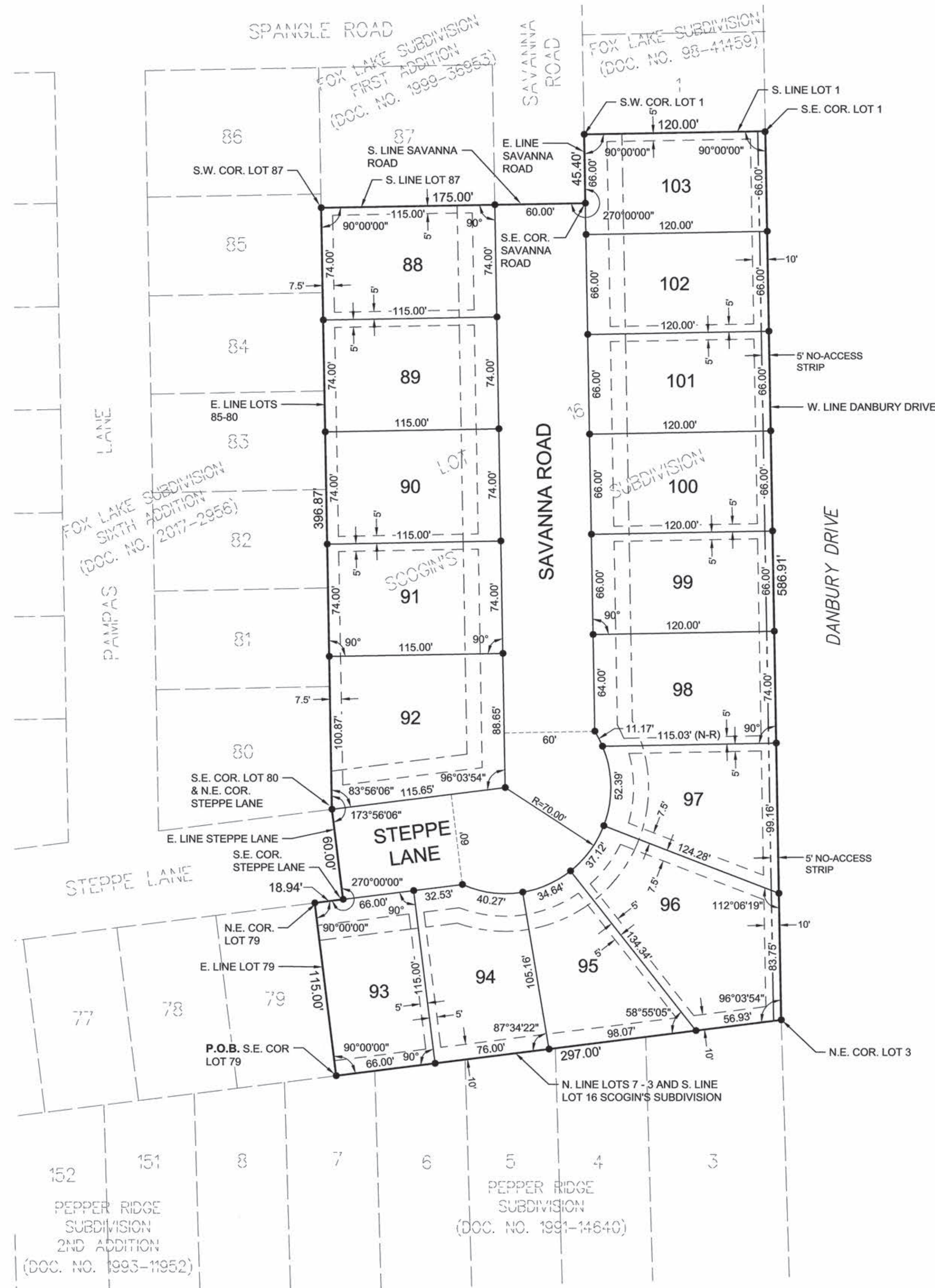
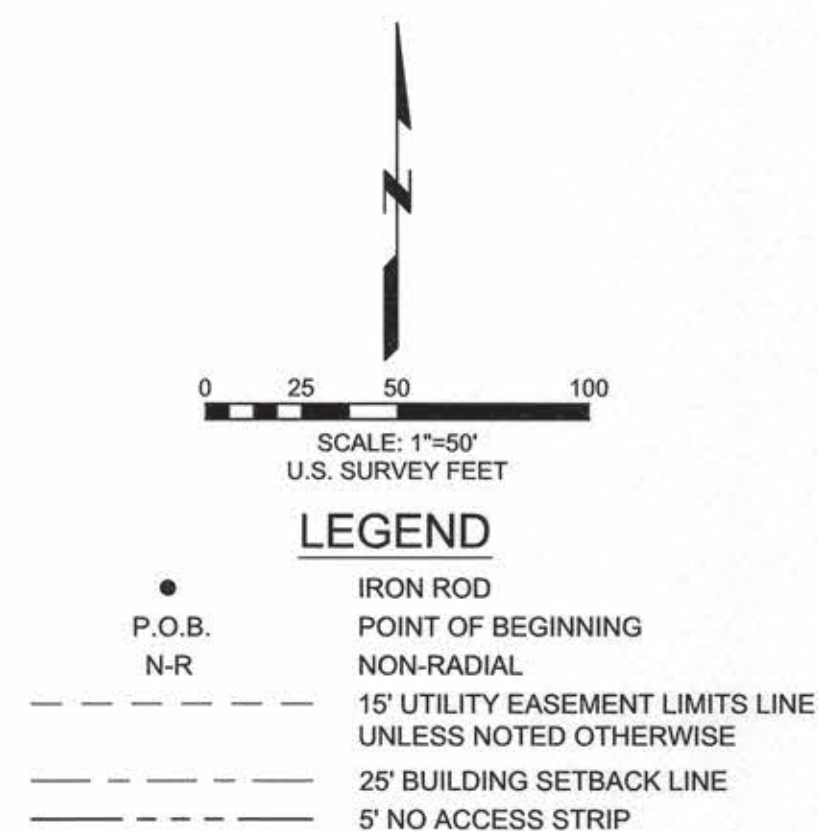
CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF McLEAN }

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

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

City Engineer
Bloomington, Illinois



Farnsworth
GROUP

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

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:

PROJECT:

**FOX LAKE
SUBDIVISION
SEVENTH ADDITION**

BLOOMINGTON, ILLINOIS

Date: 11-23-21

Design/Drawn: DJM

Reviewed: KDV

Field Book No.:

Project No.: 0211101.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 24-9330

S.W. 1/4 SEC. 18, T.23N., R.2E. 3P.M.

Legal Description

Lot 1 in Heritage Estates and part of Lots 15, 16 and 17 in Scogin's Subdivision, all in the SW 1/4 of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northeast corner of the SW 1/4 of Section 18; thence S.88°-19'-12"W. 38.50 feet on the north line of said SW 1/4 of Section 18 to the northeast corner of Lot 15 in Scogin's Subdivision; thence S.00°-59'-06"E. 67.54 feet on the east line of said Lot 15 to the Point of Beginning on the south line of a parcel conveyed to The People of the Township of Bloomington by Warranty Deed recorded as Document No. 82-7696 in the McLean County Recorder of Deeds Office; thence continuing S.00°-59'-06"E. 1341.99 feet on said east line of Lot 15 and the east line of Lot 16 in Scogin's Subdivision to the southeast corner of said Lot 16, also being the northeast corner of Lot 3 in Pepper Ridge Subdivision; thence S.82°-57'-00"W. 585.67 feet to the southwest corner of said Lot 16; thence S.88°-20'-16"W. 591.16 feet to the southwest corner of Lot 17 in Scogin's Subdivision; thence N.00°-39'-25"W. 882.69 feet on the west line of said Lot 17 to the southwest corner of Lot 5 in Heritage Estates; thence N.87°-56'-53"E. 223.03 feet to the southwest corner of Lot 1 in said Heritage Estates on the east right of way line of Monica Lane; thence northeasterly on said right of way line 95.60 feet on a non-tangential curve concave to the southeast having a central angle of 24°-20'-38", a radius of 225.00 feet and a chord of 94.88 feet bearing N.11°-24'-19"E. from the last described course to a point of reverse curve; thence northeasterly on said right of way line 122.89 feet on a curve concave to the northwest having a central angle of 31°-57'-01", a radius of 220.37 feet and a chord of 121.30 feet bearing N.07°-36'-08"E. from the chord of the last described arc; thence N.08°-22'-23"W. 287.49 feet on said right of way line; thence northeasterly on said right of way line 32.45 feet on a tangential curve concave to the northeast having a central angle of 06°-41'-58", a radius of 277.51 feet and a chord of 32.43 feet bearing N.05°-01'-24"W. from the last described course; thence N.01°-40'-25"W. 7.02 feet on said right of way line to the south line of a parcel conveyed as Tract 1 to the City of Bloomington by Warranty Deed recorded as Document No. 96-10226 in the McLean County Recorder of Deeds Office; thence N.88°-19'-12"E. 72.95 feet on said south line of a parcel conveyed as Tract 1 in Document No. 96-10226 to the east line of Lot 1 in Heritage Estates; thence S.00°-39'-25"E. 181.99 feet on said east line of Lot 1; thence N.88°-19'-12"E. 290.00 feet on the line of said Lot 1 to the east line of said Heritage Estates; said line also being the east line of the North 580.5 feet of the West 582 feet of Lot 17 in Scogin's Subdivision; thence N.00°-39'-25"W. 225.00 feet on said east line of the North 580.5 feet of the West 582 feet of Lot 17 to the north line of the SW 1/4 of Section 18; thence N.88°-19'-12"E. 3.73 feet on said north line of the SW 1/4 of Section 18 to the west line of a parcel conveyed to Franklin N. Smith and M. Louise Smith by Warranty Deed recorded as Document No. 77-1560 in the McLean County Recorder of Deeds Office; thence S.00°-52'-10"E. 210.00 feet on said west line of a parcel conveyed in Document No. 77-1560; thence S.57°-12'-31"E. 185.55 feet; thence N.01°-40'-48"W. 272.00 feet to the south line of a parcel conveyed as Tract 2 to the City of Bloomington by Warranty Deed recorded as Document No. 96-10226 in the McLean County Recorder of Deeds Office; thence N.88°-19'-12"E. 217.42 feet on said south line of a parcel conveyed as Tract 2 in Document No. 96-10226; thence N.01°-40'-48"W. 3.00 feet to the south line of a parcel conveyed to The People of the Township of Bloomington by Warranty Deed recorded as Document No. 82-7696 in the McLean County Recorder of Deeds Office; thence southeasterly on said south line of a parcel conveyed as Document No. 82-7696 213.63 feet on a non-tangential curve concave to the southwest having a central angle of 14°-51'-15", a radius of 824.00 feet and a chord of 213.03 feet bearing S.84°-15'-12"E. from the last described course to the Point of Beginning containing 32.81 acres, more or less, with assumed bearings given for description purposes only.

Topographical Map Disclaimer

Topographical mapping shown on these plans is based upon map data supplied by the McLean County Regional Planning Commission in conjunction with the intergovernmental GIS map project funded by the McLean County Regional Planning Commission, City of Bloomington, Illinois, Town of Normal, Illinois, Bloomington-Normal Water Reclamation District and McLean County, Illinois. Lewis, Yockey & Brown, Inc. has executed a license agreement with these agencies which stipulates, among other issues, the manner in which the map information may be utilized and relied upon in terms of warranty of information supplied and limitation of liability for damages arising from use or reliance on the mapping data supplied.

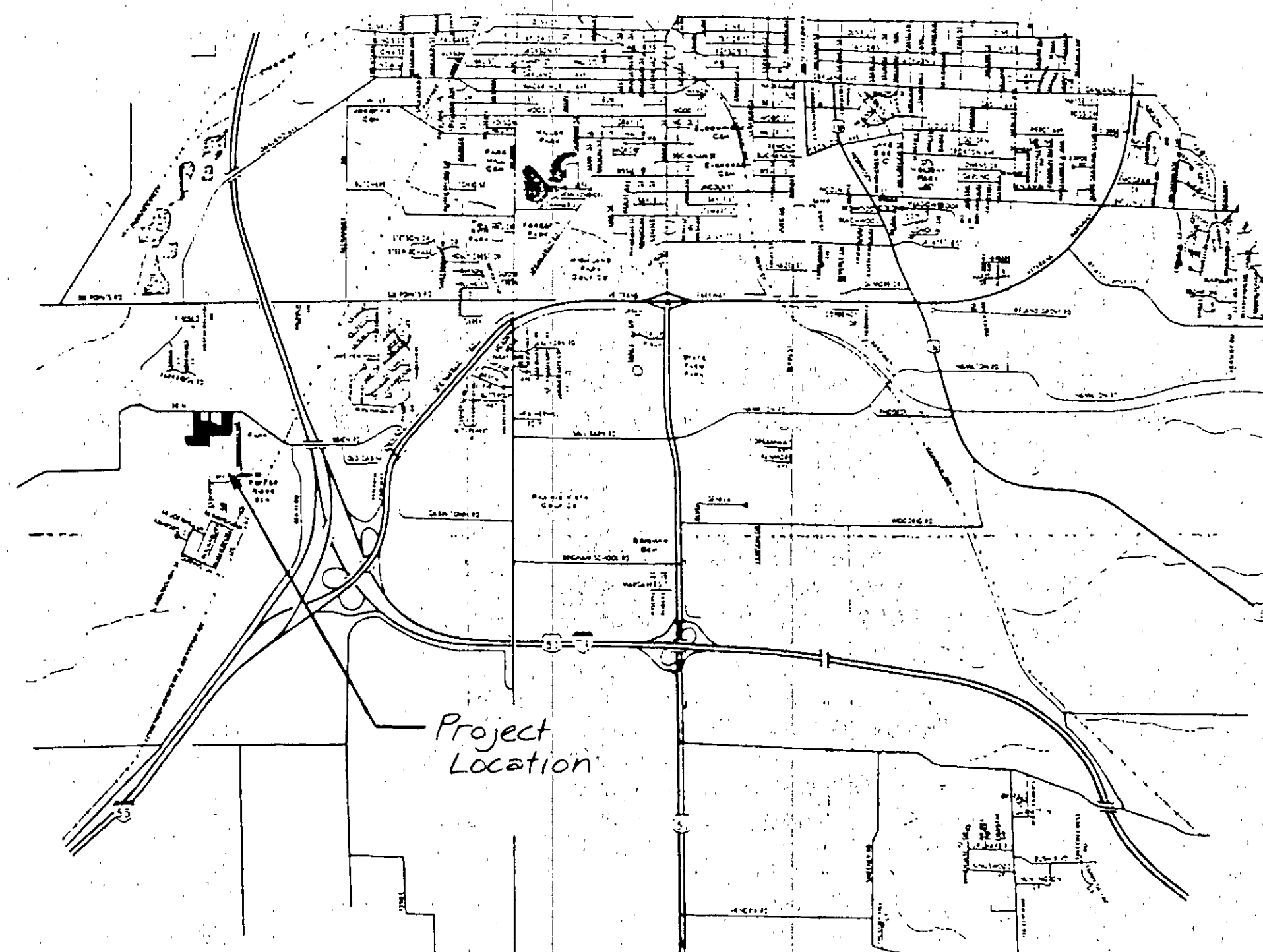
Lewis, Yockey & Brown, Inc. hereby notifies the user of this map of said license agreement and conditions and stipulations thereto and further warns any and all users of this map that no warranty is made, either expressed or implied, that the information depicted is accurate or is suitable for any particular use and that the burden for determining fitness for use shall lie entirely with the user.

PRELIMINARY PLAN FOX LAKE SUBDIVISION

Lot 1 in Heritage Estates and Part of Lots 15, 16 and 17 in Scogin's Sub., all in the SW 1/4 of Section 18, T.23N., R.2E., 3P.M., City of Bloomington, McLean County, Illinois

Developer: Larry Hundman
405 N. Hershey Road
Bloomington, IL 61704
Phone: (309) 662-9333

Attorney: William T. Hundman
2401 E. Washington Street
Suite A
Bloomington, IL 61704
Phone: (309) 664-5535



INDEX OF SHEETS

1 Cover Sheet
2-3 Preliminary Plan

Legend

- Existing Sanitary Manhole
- 8" San. — Existing Sanitary Sewer
- ⊙ Existing Fire Hydrant
- ⊙ Existing Valve
- 8" W. — Existing Sanitary Sewer
- ⊙ Existing Storm Sewer Manhole
- ⊙ Existing Storm Sewer Inlet
- ⊙ Existing Light Pole
- (---) Corporate Limits
- Easement
- Proposed Sanitary Manhole
- 8" San. — Proposed Sanitary Sewer
- ⊙ Proposed Fire Hydrant
- ⊙ Proposed Valve
- 8" W. — Proposed Water Main
- ⊙ Proposed Storm Sewer Manhole
- ⊙ Proposed Storm Sewer Inlet
- 12" S.S. — Proposed Storm Sewer
- ⊙ Proposed Invert
- 848.8 Proposed Pavement Elevation
- ➡ Proposed Flood Route
- ▨ No Access Strip

NOTES:

- Number of Lots - 112 and 2 Outlots
- Total Acreage - 32.81 Acres
- Lots 1-112 Zoned R-1C
- Contour Interval - 1.64 foot (0.5 meter - see Topographical Map Disclaimer)
- Cross sections of proposed drainage ways, lot drainage, sump pump drain lines and erosion control plan will be included in the construction plans.
- Variance is requested to allow construction of up to four (4) "Model Homes" prior to recording the Final Plat.
- Subdivision signs, conforming to City Code, shall be allowed to be installed in the 15' front yard easement of corner lots.
- Existing Monica Lane shall be improved by developer (add curb & gutter, widen to City of Bloomington requirements and add sidewalk on east side).
- Developer will not be responsible for improvements to Fox Creek Road.
- The City of Bloomington will make a best effort to provide sanitary sewer to NW corner of Lot 2 Heritage Estates by September 1999. Lots 104-112 will not be developed until this sanitary sewer is available.

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the subdivision or planned unit development 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 June 24, 1998

By David Sloneker
Chairperson

By Mark Woodland
Executive Secretary

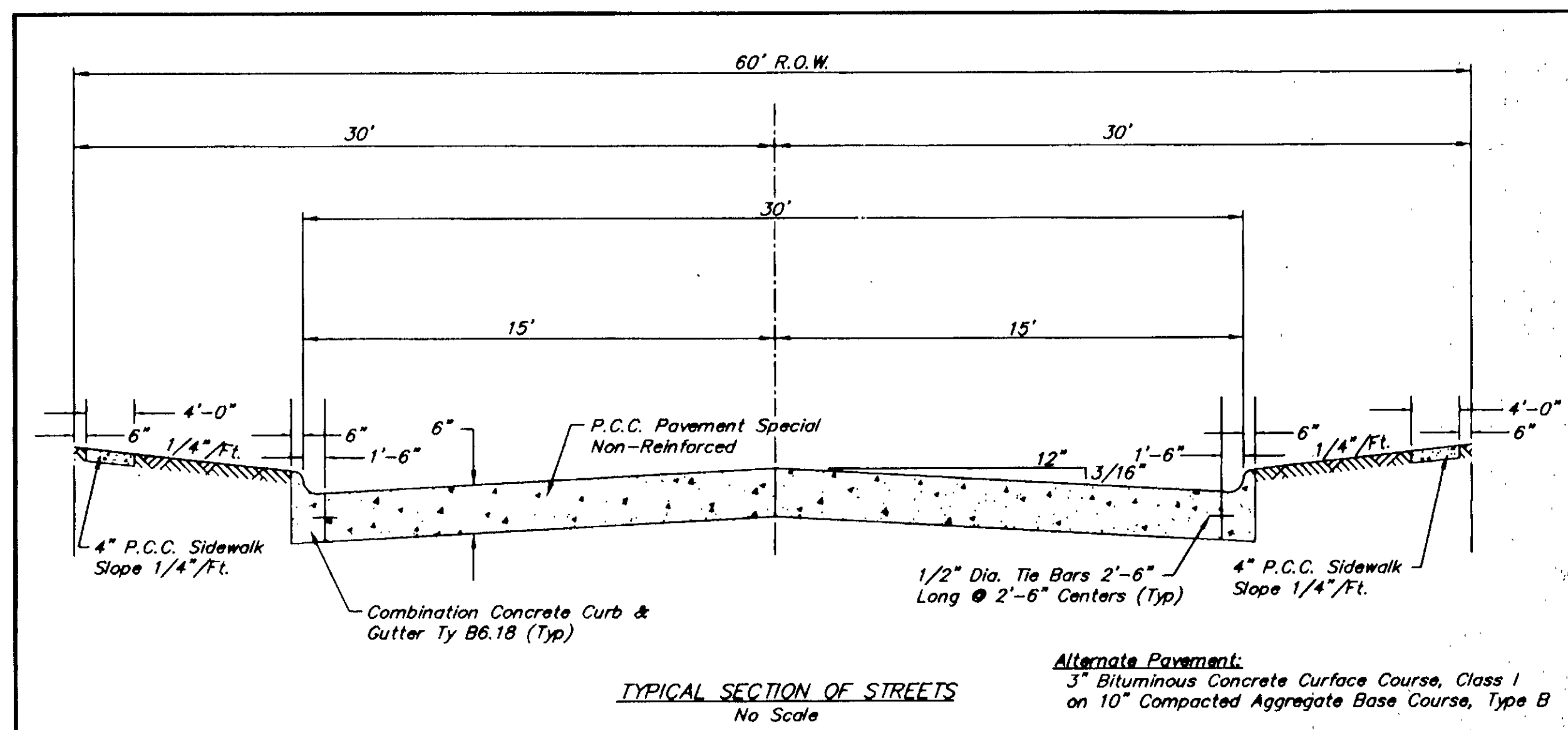
NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

"The Preliminary Plan of the subdivision or planned unit development shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto."

The City Council of Bloomington, Illinois

Date July 13, 1998

By Karen Schmidt
Mayor



Alternate Pavement:
3" Bituminous Concrete Surface Course, Class I
on 10" Compacted Aggregate Base Course, Type B

Surveyor's Certificate

I, Andrew O. Knuppel, Illinois Professional Land Surveyor No. 3185, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of a survey made under my direction.

Date 6/12/98
Andrew O. Knuppel
Illinois Professional Land Surveyor No. 3185



This Preliminary Plan was prepared by Lewis, Yockey & Brown, Inc.
505 North Main Street, Bloomington, Illinois.



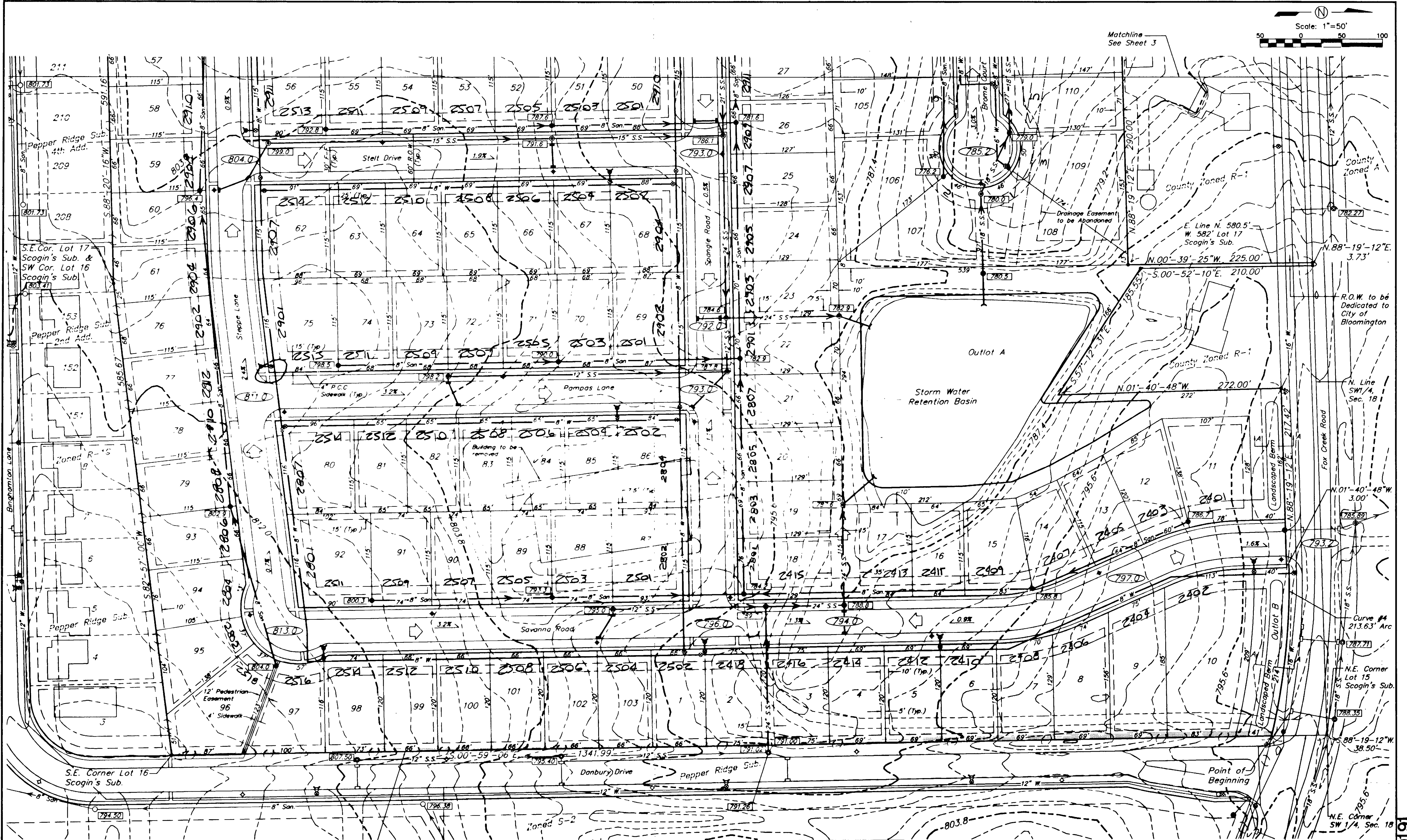
APPROVED 8/25/98
ORDINANCE 1998-85

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 North Main Street
Bloomington, Illinois
Ph. (309) 829-2552

Rev. 7/29/98
Bk. 489
Dwn. ELE
Dwn. ELE
App. LDY

Fox Lake Subdivision
Preliminary Plan
Cover Sheet

Sheet
1
of 3



E. Line Lot 15 & 16 Scogin's Sub.
in the S 1/2, Sec. 18, T.23N., R.2E.,
3P.M. and W. Line Pepper Ridge Sub.

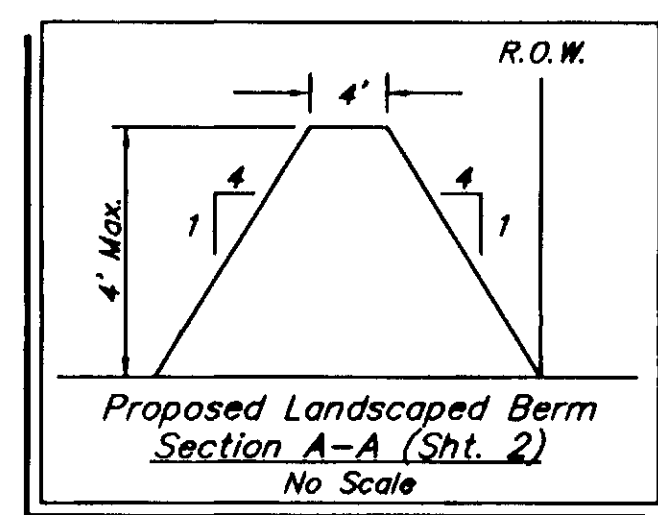
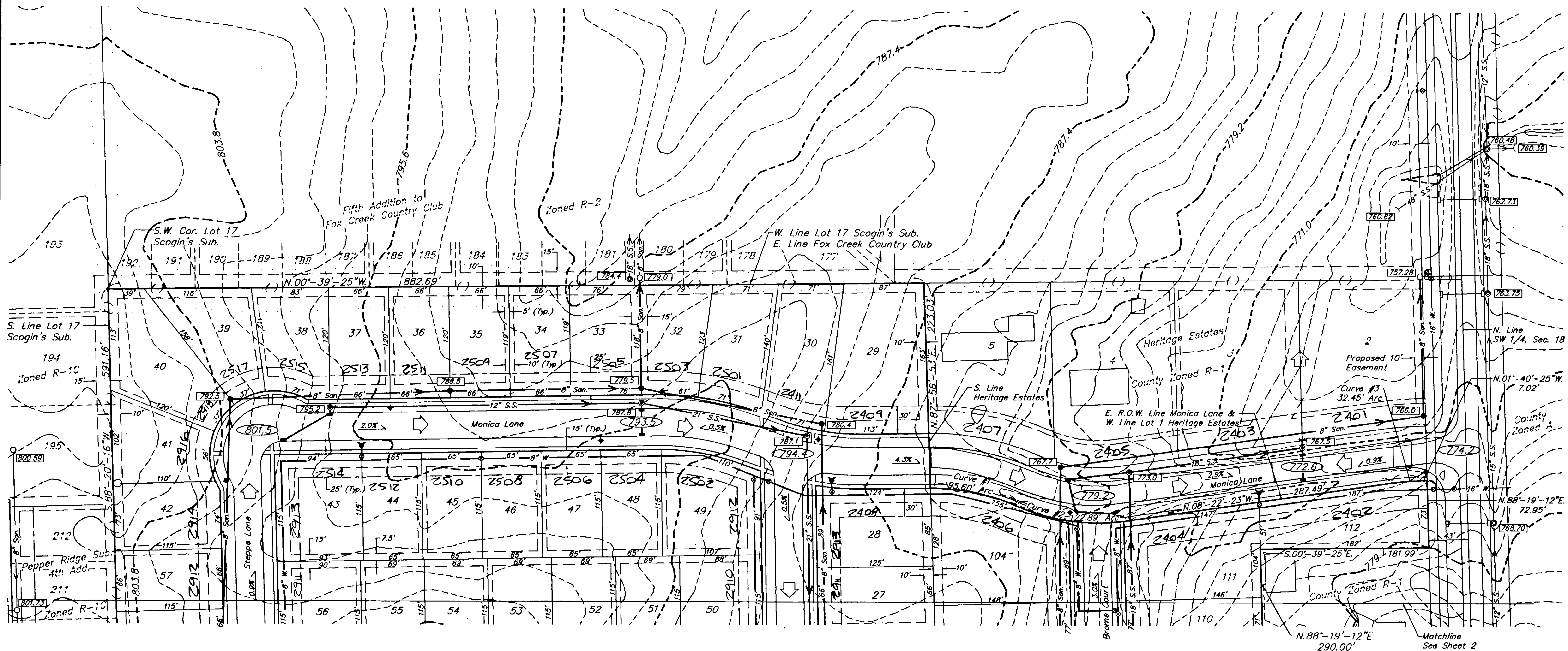
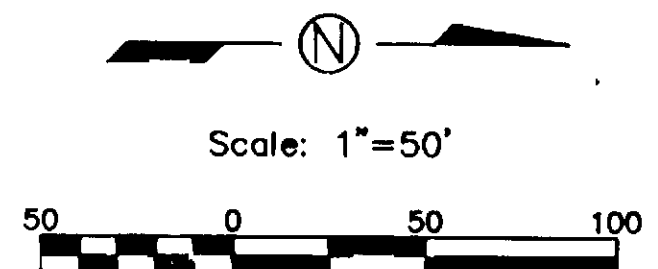
Curve #4 Curve Data

Δ	= 14°-51'-15"
R	= 824.00'
L	= 213.63'
T	= 107.42'
C	= 213.03'
C.B.	= S.84°-15'-12"E.

See Sheet 1 for Legend.
See Sheet 3 for Section A-A.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 North Main Street
Bloomington, Illinois
Ph. (309) 829-2552

Fox Lake Subdivision
Preliminary Plan



Curve #1 Curve Data
$\Delta = 24^{\circ}-20'-38''$
$R = 225.00'$
$L = 95.60'$
$T = 48.53'$
$C = 94.88'$
C.B. = $N.11^{\circ}-24'-19''E.$

Curve #2 Curve Data
$\Delta = 31^{\circ}-57'-01''$
$R = 220.37'$
$L = 122.89'$
$T = 63.09'$
$C = 121.30'$
C.B. = $N.07^{\circ}-36'-08''E.$

Curve #3 Curve Data
$\Delta = 06^{\circ}-41'-58''$
$R = 277.51'$
$L = 32.45'$
$T = 16.24'$
$C = 32.43'$
C.B. = $N.05^{\circ}-01'-24''W.$

See Sheet 1 for Legend.

Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors 505 North Main Street Bloomington, Illinois Ph. (309) 829-2552	Rev.	2/29/90	By	489
		9/20/90	Drn.	ELE
			Des.	ELE
			App.	LDY

Fox Lake Subdivision
Preliminary Plan

3
of 3

450191

State of Illinois)
)ss.
County of McLean)

Now come(s) Fox Ridge, L.L.C.

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

By: [REDACTED]

01/10/2022

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that I have this day examined the tax records of the property shown on the attached plat and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the tract of land described in said plat, given under my hand and seal of this County on the 11th day of March, 2022.

21-18-330-012



Kathy Michael

Kathy Michael, County Clerk
McLean County, Illinois

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this
6th day of December, 2021.

Core III, L.L.C., Owner, by its Manager,
Hundman Management, L.L.C.,

BY: 
Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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

Given under my hand and notarial seal this 6th day of December, 2021.



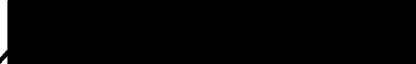

Notary Public

SCHOOL DISTRICT CERTIFICATE

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

Dated this 6th day of December, 2021.

Core III, L.L.C., Owner, by its Manager,
Hundman Management, L.L.C.,

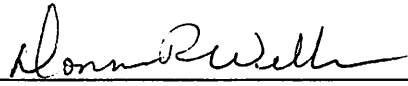
BY: 

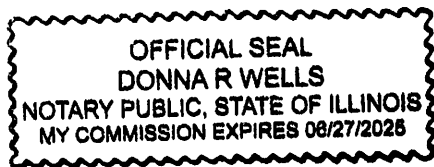
Member

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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

Given under my hand and notarial seal this 6th day of December, 2021,


Notary Public





Fox Lake Subdivision Seventh Addition Final Plat Checklist

Date Prepared: 1/25/2022; Completed 2/25/2022

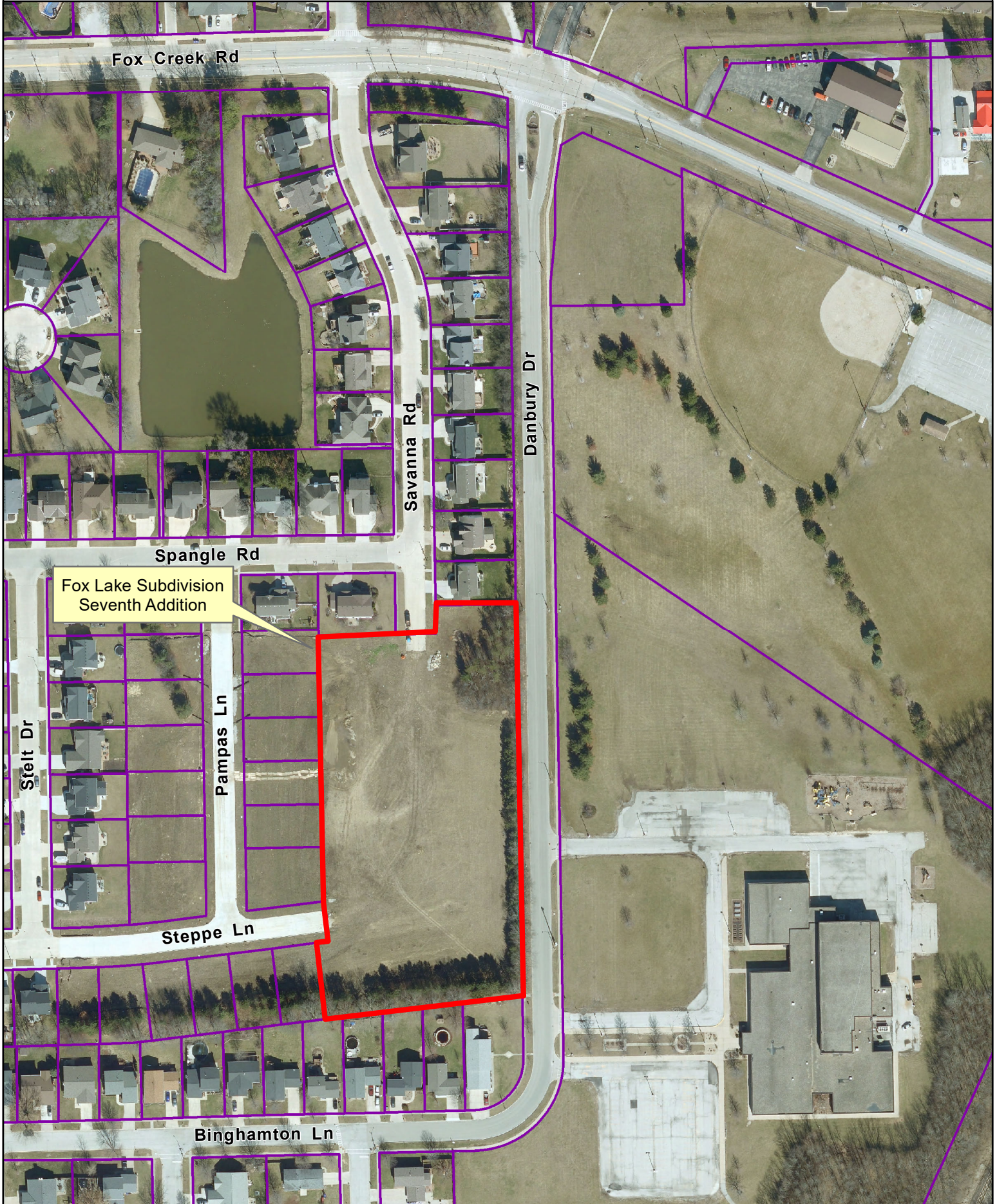
Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	TJM
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township,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

Fox Lake Subdivision
Seventh Addition



0 165 330
Feet

Date: 1/25/2022



MEMORANDUM

January 25, 2022

To: Glen Wetterow, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Seventh Addition to Fox Lake Subdivision
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Seventh Addition to Fox Lake Subdivision**. The final plat will be considered for approval by the City Council at the February 14, 2022 meeting.

A: Tap-On Fees: The following tap-on fees are due per the October 5, 1998 Annexation Agreement with Fox Ridge, LLC.

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	S W Pump Station & Force Main ¹	51101100-54120	\$1,877.28	\$1,314.12	\$3,191.40
2	S W Interceptor Sewer ²	51101100-54120	\$2,581.26	\$1,806.91	\$4,388.17
3	Fox Creek Road Watermain ³	50100110-54120	\$0.00	\$0.00	\$0.00
4	Fee in Lieu of Park Land ⁴	24104100-57320	\$5,716.48	\$0.00	\$5,716.48
	Total		\$13,296.05	\$0.00	\$13,296.05

Area of Sub. = 3.911 ac.
Fox Creek Road frontage = 0
Fair Market Value of Land: \$22,000/ac
No. of Lots = 18

- 1) SW Pump Station & Force Main: \$480.00/ac + 6% simple interest from 10/98
- 2) SW Interceptor Sewer: \$660.00/ac + 6% simple interest from 10/98
- 3) Fox Creek Road Watermain: \$15.00/lf of Fox Creek Road frontage + 6% interest from 10/98
- 4) Fee in lieu of Park Land: (7 acs /1000 population) x (2.32 p.e. /D.U.) x (# of Lots) x FMV

B: Performance Guarantee:

110% of incomplete public improvement construction costs as of 02/01/22:	\$58,575.00
10% of all completed public improvement construction costs:	<u>\$20,118.30</u>
Total (Amount of Bond)	\$78,693.30

C: Bond for adjacent substandard street improvement:

This subdivision is not adjacent to a street previously improved with public funds. Therefore, a Substandard Street Improvement fee is not required.

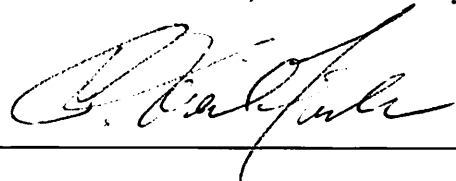
cc: Kevin Kothe, Director of Public Works

Craig Shonkwiler, City Engineer
Chris Tomerlin
file

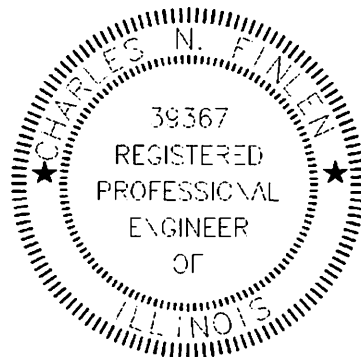
DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Core 3 Property Management, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Fox Lake Seventh Addition" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

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



Registered Professional Engineer No. 039367



OWNER:

BY: 



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: March 28, 2022

SPONSOR: Legal Department

WARD IMPACTED: Ward 7

SUBJECT: 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.

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 Bloomington Public Library ("Library") is requesting that the City transfer real estate currently used for parking for the Library. With the Library expanding and desiring to improve parking, it makes sense for the Library to have actual ownership of the property.

On March 15, 2022, the Library approved an ordinance to formally request the City transfer property. The transfer is made possible under the Local Government Property Transfer Act, 50 ILCS 605/1, which allows the City to transfer the property upon a two-thirds vote.

City staff has reviewed the request and believes the transfer is appropriate based on the situation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Austin, Contract Administrator

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

3/18/2022



Chris Tomerlin, Budget Manager

3/21/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- LGL 1B Ordinance_Property Transfer to Library
- LGL 1C Library Ordinance from 3-15-22

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING A PROPERTY TRANSFER TO THE BLOOMINGTON PUBLIC LIBRARY PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT

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, on March 15, 2022, the Bloomington Public Library (“Library”) approved an ordinance declaring the necessity and use of certain property located in the City, set forth on Exhibit A, which is adjacent to property owned by Library; and

WHEREAS, Library needs the property described in Exhibit A to enhance its operations for the parking at the Library; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/1, et seq., (“Act”), allows for the transfer of property between governmental units or political subdivisions, upon certain conditions; and

WHEREAS, Section 2 of the Act authorizes the conveyance of real property from the City to Library, subsequent to the approval of Library’s ordinance and upon a two-thirds vote of the corporate authorities of the City; and

WHEREAS, the City finds it in the best interest of the City to approve the transfer of the property as set forth in this Ordinance.

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

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

SECTION 2. That the proposed property transfer is approved and the Mayor is authorized to execute a deed conveying the property described in Exhibit A to Library, under the Local Government Property Transfer Act. The Mayor is authorized to execute any and all documents to effectuate the real estate transfer.

SECTION 3. This ordinance shall be effective upon its passage and approval.

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

PASSED this 28th day of March 2022.

APPROVED this ____ day of March 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION OF A PART OF PROPERTY REFERRED TO AS BLOCK 82 CENTRAL BLOOMINGTON SUBDIVISION, BLOOMINGTON, ILLINOIS:

A PART OF LOT 28 AND A PART OF LOT 29 IN THE SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, A PART OF LOT 4 AND THE NORTH HALF OF THE 36-FOOT FACETED ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOT 4 IN BLOCK 3 IN JOHN NICCOLL'S & CO'S ADDITION TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN 1961 URBAN RENEWAL SUBDIVISION, AS SAID SUBDIVISION IS RECORDED IN PLAT BOOK 16 AT PAGE 177 MCLEAN COUNTY, ILLINOIS. FROM SAID POINT OF BEGINNING THENCE WEST 129.8 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 39.95 FEET ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE FORMING AN ANGLE TO THE LEFT OF 269°-58' WITH THE LAST PREVIOUSLY DESCRIBED COURSE TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID SOUTHWEST CORNER ALSO BEING ON THE NORTH LINE OF JACKSON STREET, AS DEDICATED IN SAID 1961 URBAN RENEWAL SUBDIVISION, THENCE WEST 131.8 FEET ALONG SAID NORTH LINE, SAID NORTH LINE FORMING AN ANGLE TO THE LEFT OF 91°-07' WITH THE LAST PREVIOUSLY DESCRIBED COURSE TO A POINT ON THE WEST LINE OF SAID LOT 29, SAID POINT BEING 416 FEET SOUTH OF THE SOUTHEAST CORNER OF OLIVE AND EAST STREETS IN SAID CITY OF BLOOMINGTON, THENCE NORTH 75 FEET ALONG THE WEST LINE OF SAID LOTS 29 AND 28, SAID WEST LINE FORMING AN ANGLE TO THE LEFT OF 88°-53' WITH THE LAST PREVIOUSLY DESCRIBED COURSE, THENCE EAST 261.6 FEET ALONG A LINE WHICH IS PARALLEL WITH THE NORTH LINE OF JACKSON STREET, SAID NORTH LINE FORMING AN ANGLE TO THE LEFT OF 91°-07' WITH THE LAST PREVIOUSLY DESCRIBED COURSE TO A POINT ON THE EAST LINE OF SAID LOT 4, SAID POINT BEING 37.5 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 37.5 FEET ALONG THE EAST LINE OF SAID LOT 4 AND THE EAST LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING.

ORDINANCE NO. 2022 - 01

**AN ORDINANCE DECLARING THE NECESSITY OF USE AND AUTHORIZING THE TRANSFER OF PROPERTY
FOR THE BENEFIT OF THE BLOOMINGTON PUBLIC LIBRARY**

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

WHEREAS, the Bloomington Public Library ("Library") is a political subdivision of the City created under the Illinois Local Library Act, 75 ILCS 5; and

WHEREAS, the Library carries out a necessary and essential function for the citizens of the City; and

WHEREAS, the City is the owner of certain real property, legally described in Exhibit A, attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the Library operates adjacent property which could be further served by the Subject Property; and

WHEREAS, the Subject Property fits the mission of the Library; and

WHEREAS, the City and Library are municipalities or political subdivisions organized and existing under the laws of the State of Illinois as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1, et seq. (the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance from one (1) municipality of political subdivision to another, upon a two-thirds (2/3) vote of the corporate authorities of the transferor municipality or political subdivision (in this case, the City); and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the Transfer act, the transferee municipality or political subdivision (in this case, the Library), must first declare, by Ordinance, "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality of political subdivision; and

WHEREAS, in accordance with the requirements of Section 2 of the Transfer Act, the Library, the transferee, hereby declares that it is necessary and convenient for the Library to use, occupy and/or improve the Subject Property.

NOW THEREFORE, BE IT ORDAINED by the Bloomington Public Library Board of Trustees, Bloomington, McLean County, Illinois, as follows:

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

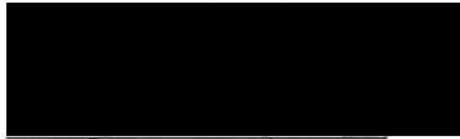
Section 2. The Library does hereby declare that it is necessary and convenient for the Library to use, occupy and/or improve the Subject Property.

Section 3. The President of the Bloomington Public Library Board of Trustees is hereby authorized and directed to execute such documents as necessary to accomplish the transfer of title to the Subject Property, from the City to the Library.

Section 4. This Ordinance shall take effect immediately upon its passage and approval. All previous Ordinances, Resolutions, Motions and Orders of the Bloomington Public Library, in conflict herewith, are hereby repealed to the extent of said conflict.

PASSED this 15th day of March 2022.

APPROVED this 15th day of March 2022.



Julian Westerhout, President
Bloomington Public Library Board of Trustees

PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION OF A PART OF PROPERTY REFERRED TO AS BLOCK 82 CENTRAL BLOOMINGTON SUBDIVISION, BLOOMINGTON, ILLINOIS:

A PART OF LOT 28 AND A PART OF LOT 29 IN THE SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, A PART OF LOT 4 AND THE NORTH HALF OF THE 36-FOOT FACETED ALLEY LYING SOUTH OF AND ADJACENT TO SAID LOT 4 IN BLOCK 3 IN JOHN NICCOLL'S & CO'S ADDITION TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN 1961 URBAN RENEWAL SUBDIVISION, AS SAID SUBDIVISION IS RECORDED IN PLAT BOOK 16 AT PAGE 177 MCLEAN COUNTY, ILLINOIS. FROM SAID POINT OF BEGINNING THENCE WEST 129.8 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 39.95 FEET ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE FORMING AN ANGLE TO THE LEFT OF 269°-58' WITH THE LAST PREVIOUSLY DESCRIBED COURSE TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID SOUTHWEST CORNER ALSO BEING ON THE NORTH LINE OF JACKSON STREET, AS DEDICATED IN SAID 1961 URBAN RENEWAL SUBDIVISION, THENCE WEST 131.8 FEET ALONG SAID NORTH LINE, SAID NORTH LINE FORMING AN ANGLE TO THE LEFT OF 91°-07' WITH THE LAST PREVIOUSLY DESCRIBED COURSE TO A POINT ON THE WEST LINE OF SAID LOT 29, SAID POINT BEING 416 FEET SOUTH OF THE SOUTHEAST CORNER OF OLIVE AND EAST STREETS IN SAID CITY OF BLOOMINGTON, THENCE NORTH 75 FEET ALONG THE WEST LINE OF SAID LOTS 29 AND 28, SAID WEST LINE FORMING AN ANGLE TO THE LEFT OF 88°-53' WITH THE LAST PREVIOUSLY DESCRIBED COURSE, THENCE EAST 261.6 FEET ALONG A LINE WHICH IS PARALLEL WITH THE NORTH LINE OF JACKSON STREET, SAID NORTH LINE FORMING AN ANGLE TO THE LEFT OF 91°-07' WITH THE LAST PREVIOUSLY DESCRIBED COURSE TO A POINT ON THE EAST LINE OF SAID LOT 4, SAID POINT BEING 37.5 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 37.5 FEET ALONG THE EAST LINE OF SAID LOT 4 AND THE EAST LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING.



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: March 28, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 6

SUBJECT: 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.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6a. More beautiful, clean Downtown area
- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The petitioner, Stan Cain, on behalf of Wesley United Methodist Church, is requesting a Zoning Map Amendment for the property located at 413 E. Washington Street and 410 E. Front Street from D-2 (Downtown Transitional) District to P-2 (Public Lands & Institutions) District.

On Wednesday, March 2, 2022, the Planning Commission held a public hearing and voted 7-0-0 to recommend to the City Council approval of the request. The recommendation is consistent with the staff recommendation.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 2, 2022. The City published notice of the hearing in The Pantagraph on Monday, February 14, 2022. Courtesy notices were mailed to 80 property owners within 500 feet of the subject property, and a notification sign was placed on the property.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of Washington Street as Mixed Use. The proposed map amendment

promotes the following goal and objective of the Bloomington Comprehensive Plan: H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City.

Respectfully submitted for Council consideration.

Prepared by: Jon Branham,

Reviewed by:



Melissa Hill, Economic and Community Development Director

3/20/2022



F. Scott Rathbun, Finance Director

3/24/2022

George Boyle

George Boyle, Assistant Corporation Counsel

3/24/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- E&CD 1B Ordinance_Z-01-22
- E&CD 1C Staff Report_Z-01-22
- E&CD 1D Aerial Map_Z-01-22
- E&CD 1E Zoning Map_Z-01-22
- E&CD 1F PC DRAFT Minutes 030222_Z-01-22

ORDINANCE NO. 2022 - _____

AN 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, 0.77 ACRES MORE OR LESS

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as zero and seventy-seven hundredths of an acre located at 413 E Washington St and 410 E Front St. (PIN: 21-04-411-013) legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from D-2 (Downtown Transitional) District to P-2 (Public Lands & Institutions) District and adopted findings of fact on the same; and

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

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to P-2 (Public Lands & Institutions) District; and

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

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby adopt the findings of fact made by the Planning Commission.
3. The petition requesting to rezone the property commonly described as zero and seventy-seven hundredths of an acre located at 413 E. Washington Street and 410 E. Front Street. (PIN: 21-04-411-013) legally described in Exhibit "A" is hereby approved.
4. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 28th day of March 2022.

APPROVED this _____ day of March 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

413 E Washington St and 410 E Front St, Bloomington, Illinois

Lot 1 and the East 12 ½ feet of Lot 2, the West 47 ½ feet of Lot 2 and the East 7 ½ feet of Lot 3, Lot 12 and 10 feet off the East side of Lot 11, and Lot 10 and the West 20 feet of Lot 11, all in Block 6 of Evan's First Addition to the City of Bloomington, in McLean County, Illinois.

PIN: 21-04-411-013



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 2, 2022

CASE NO: Z-01-22, Zoning Map Amendment

REQUEST: Public Hearing, review and action on a petition submitted by Stan Cain of Wesley United Methodist Church requesting a zoning map amendment for property located at 413 E Washington St and 410 E Front St in the City of Bloomington, from D-2, Downtown Transitional District, to P-2, Public Lands & Institutions District.

BACKGROUND

Petitioners' request:

The petitioner seeks to rezone the subject property from D-2, Downtown Transitional District, to P-2, Public Lands & Institutions District to allow for expanded operations, including a food pantry as an accessory use, at the property, which is currently owned by the church. The requested rezoning ensures the proposed activity is the same zoning designation as the primary church property, located directly east of the site.

Property Characteristics:

The subject property consists of 0.77 acres of land located at 413 E Washington St and 410 E Front St. The property is located at the southeast intersection of E Washington St and N McLean St. The property was formerly occupied by a financial institution, which is currently utilized for temporary church activities. The site includes an associated surface parking area. An accessory structure is also located near the southwest edge of the property.

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 80 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	D-2	La Fayette Apartments
South	D-2 / R-3B	Parking Lot / Residential
East	P-2	Wesley United Methodist Church
West	D-2	Vacant Office / Parking Lot

ANALYSIS

*Comparison of Existing and Proposed Districts**

D-2 Downtown Transitional District The intent of the D-2 Downtown Transitional District is to compliment and support the uses located in the D-1 Central Business District. Office, service and civic uses, as well as residential apartments and multifamily dwelling units, are appropriate in this district. Due to its transitional location between the central business district and outlying residential areas, the D-2 District permits development at a lower intensity and density than the downtown core. Pedestrian circulation is prioritized. To this end, buildings should be located close to the sidewalk with on-site parking located in the rear of the parcel and accessed from secondary roadways or alleys, though modest setbacks for courtyards, gardens and other similar amenities may be provided.	P-2 Public Lands & Institutions District The intent of the P-2 Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest. The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through proper site selection and planning, such uses are compatible with the surrounding area.
--	--

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

Compliance with the Comprehensive Plan

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

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

- H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City.
- Goal N1-1. Enhance the livability of all Bloomington Neighborhoods
- Goal N1-2. Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area.
 - N-1.2g. Enhance key corridors into the City such as Washington Street, Macarthur Avenue, South Main/Center Street, and Market Street.

STANDARDS FOR REVIEW

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

Standards for Consideration of Rezoning

Standard	Discussion	Finding
<i>The suitability of the subject property for uses authorized by the existing zoning.</i>	Uses permitted within the B-1 General Commercial District are primarily oriented to commercial uses accessed by motor vehicle. Multi-family development is not permitted by the current version of the City's Code of Ordinances, but prior versions did allow multi-family development in the B-1 zoning District.	Standard is met.

<i>The length of time the property has remained vacant as zoned considered in the context of land development in the area.</i>	The property is not vacant, but has been utilized by the church for temporary activities. The rezoning would allow for the church activities to expand and operate with full zoning compliance.	Standard is met.
<i>The suitability of the subject property for uses authorized by the proposed zoning.</i>	A place of worship and its associated activities are a permitted use in the P-2 zoning district. The proposed zoning would be suitable provided the church owns the property.	Standard is met.
<i>The existing land uses and zoning of nearby property.</i>	The subject property is surrounded by residential and institutional uses, as well as a parking lot and vacant property.	Standard is met.
<i>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.</i>	If the zoning map amendment is granted, the applicant would be able to utilize the site for other church-related activities, which would benefit Bloomington residents.	Standard is met.
<i>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.</i>	The site has access to E Washington Street, N McLean Street, and E Front Street.	Standard is met.
<i>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.</i>	The petitioner has stated they will comply with any proposed drainage requirements for any potential improvements at the property. Before any construction can proceed a stormwater detention plan will need to be provided and approved by the Public Works department.	Standard is met.
<i>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 site is currently served by existing watermain and sewer connections, as well as fire and police protection.	Standard is met.
<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.</i>	The map amendment is intended to facilitate use of underutilized properties, providing a net benefit to the area.	Standard is met.
<i>The extent to which property values are diminished by the particular zoning restriction.</i>	The zoning restrictions would not be expected to diminish property values. The present condition of the property is in need of improvement.	Standard is met.
<i>The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.</i>	The proposed rezoning and use are not anticipated to diminish property values in the area.	Standard is met.

<i>Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.</i>	The Comprehensive Plan's Future Land Use map identifies the subject property as a mixed-use. The Land Use Priorities map does not directly identify this area.	Standard is met.
<i>Whether the City needs the proposed use.</i>	The proposed map amendment would allow the church to remain in its present location and expand service to residents of the City.	Standard is met.

STAFF RECOMMENDATION

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

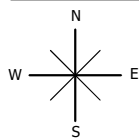
1. Motion to establish findings of fact, and that the proposed map amendment is in the public interest and not solely for the benefit of the petitioner.
2. Motion to recommend approval of the petition submitted by Stan Cain of Wesley United Methodist Church requesting a zoning map amendment for property located at 413 E Washington St and 410 E Front St in the City of Bloomington, from D-2, Downtown Transitional District, to P-2, Public Lands & Institutions District. (P.I.N.: 21-04-411-013). (Ward 6)

Respectfully submitted,

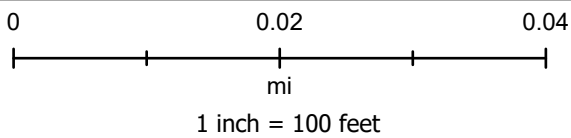
Jon Branham
City Planner

Attachments:

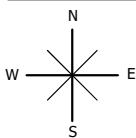
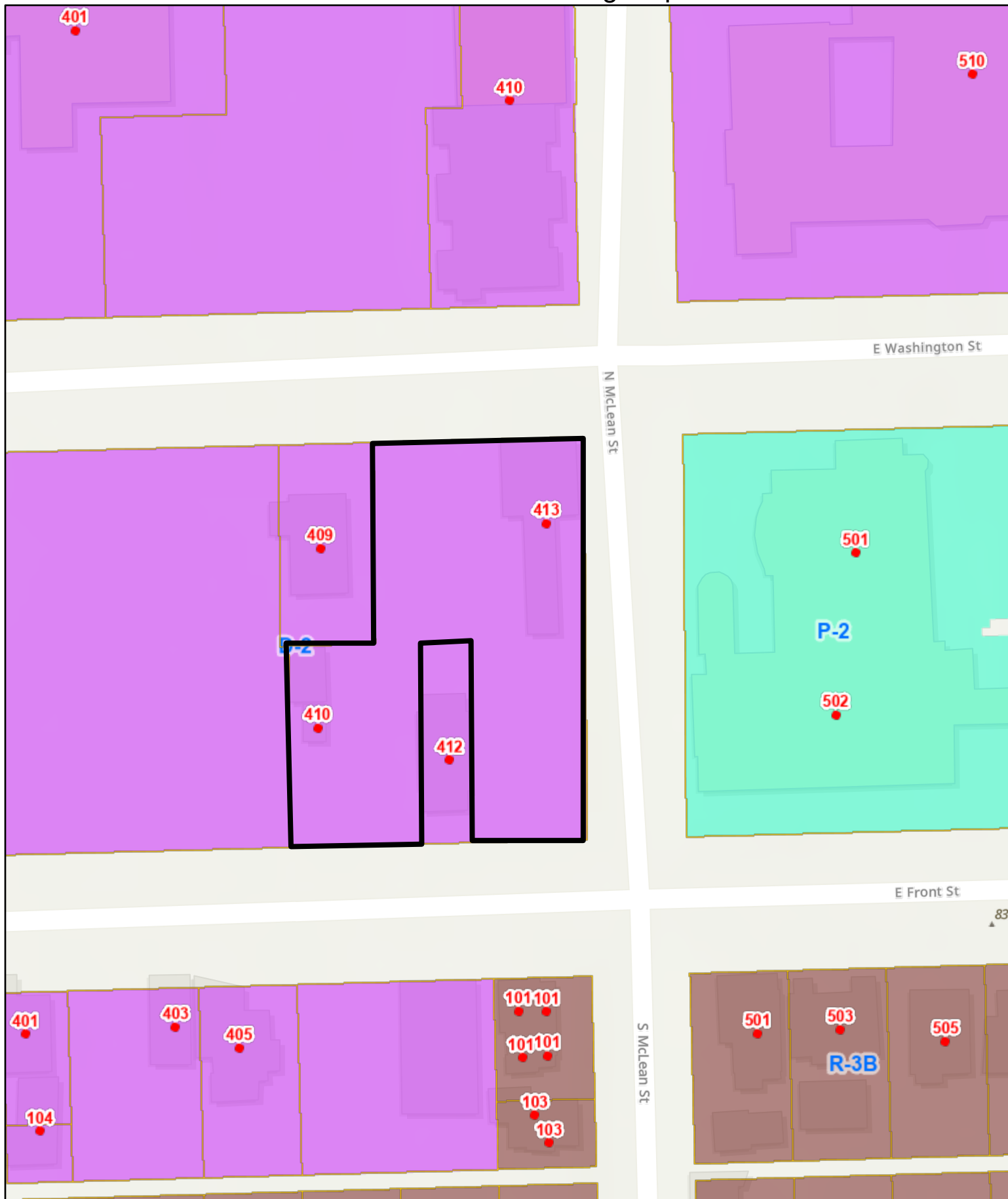
- Draft ordinance
- Aerial map
- Zoning map
- Neighborhood notice and map



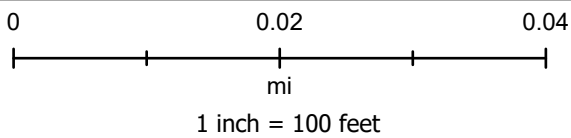
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Case Z-01-22 - Zoning Map



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REGULAR AGENDA

A. Z-01-22 Public hearing, review and action on a request submitted by Stan Cain on behalf of Wesley United Methodist Church requesting a Zoning Map Amendment for the property located at 413 E. Washington Street and 410 E. Front Street from D-2 (Downtown Transitional) District to P-2 (Public Lands & Institutions) District (PIN: 21-04-411-013). (Ward 6.)

City Staff Jon Branham presented the staff report, with a recommendation for approval.

Mr. Russel DePew, 201 W College, a member of, and attorney for, Wesley United Methodist Church, provided background on why the Church was making the zoning request. The property is used as a food pantry, which is an ancillary use to the Church. Mr. DePew provided details as to what items the food pantry provides the public.

Mr. Stan Cain, 10 Bartley Circle, the head of the Board of Trustees Wesley United Methodist Church also provided background on why the Church was making the zoning request. Mr. Cain went into detail about a proposed new building on the property, as the current building does not meet their needs, and discussed how the new building will better serve their needs.

Ben Smith, 2022 Bloomington Heights Rd, inquired if there would be a fire hazard with amount of paper products being stored in the building. Mr. Cain stated that to his knowledge sprinkling would not be required, but they would follow any permit requirements.

Chairperson Mohr asked whether they were working with safety professionals and city staff to coordinate those items; Petitioner confirmed they were.

DISCUSSION

Mr. Boyd stated that when D-2 was created, the intent was looking at progression from the core downtown. Additionally, the intent was to focus on the types of buildings that would be allowed. Mr. Boyd asked what types of uses are not allowed in D-2 that are allowed in P-2?

Mr. Branham provided some uses which would be allowed in D-2 and some that would be allowed via Special Use. The use associated with the request would be allowed in D-2, but only with text amendments and, potentially, a Special Use Permit.

Mr. Boyd questioned if P-2 had design standards like D-2. Mr. Branham stated it does not. This provides more flexibility for the petitioner.

Motion to establish finding of facts was made by Mr. Stanczak and was seconded by Mr. Danenberger. A Roll Call vote was taken. Mr. Boyd - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Chairperson Mohr - Yes. The motion was approved (7-0-0).

Motion to recommend approval of the zoning map amendment to City Council was made by Mr. Stanczak and was seconded by Mr. Galpalli. A Roll Call vote was taken. Mr. Boyd - Yes, Mr.

DRAFT

MEETING MINUTES

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

WEDNESDAY, MARCH 2, 2022

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Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Chairperson Mohr - Yes. The motion was approved (7-0-0).

DRAFT



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: March 28, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 1

SUBJECT: 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.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The petitioner, James Carlson, Attorney, on behalf of his client, Perry Detherage, is requesting approval of a zoning map amendment for property located at 309 E. Wood Street in the City of Bloomington, from R-1C (Single Family Residence) District to B-2 (Local Commercial) District. A commercial building exists on the property.

On Wednesday, March 2, 2022, the Planning Commission held a public hearing and voted 7-0-0 to recommend approval of the request. The recommendation is consistent with the staff recommendation.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 2, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, February 14, 2022. Courtesy notices were mailed to 41 property owners within 500 feet of the subject property and a notification sign was placed on the property.

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

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of E Wood St as Low Density Residential. The Land Use Priorities map

does not identify this area as a priority area. The proposed B-2 zoning map amendment supports the following Comprehensive Plan goals: H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City. Goal N1-1. Enhance the livability of all Bloomington Neighborhoods. Goal N1-2. Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area.

Respectfully submitted for Council consideration.

Prepared by: Jon Branham,

Reviewed by:



Melissa Holt, Economic and Community Development Director

3/20/2022



F. Scott Rathbun, Finance Director

3/24/2022

George Boyle

George Boyle, Assistant Corporation Counsel

3/24/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- E&CD 2B Ordinance_Z-04-22
- E&CD 2C Staff Report_Z-04-22
- E&CD 2D Aerial Map_Z-04-22
- E&CD 2E Zoning Map_Z-04-22
- E&CD 2F DRAFT Minutes 030222_Z-04-22C

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM R-1C (SINGLE FAMILY RESIDENCE) DISTRICT, TO B-2 (LOCAL COMMERCIAL) DISTRICT, FOR THE PROPERTY GENERALLY LOCATED AT 309 E. WOOD STREET, 0.89 ACRES MORE OR LESS

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as zero and eighty-nine hundredths of an acre located at 309 E. Wood Street. (PIN: 21-09-207-013) legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from R-1C (Single Family Residence) District to B-2 (Local Commercial) District and adopted findings of fact on the same; and

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

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

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

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

1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.
2. The Council hereby adopts the findings of fact made by the Planning Commission.
3. The petition requesting to rezone the property commonly described as zero and eighty-nine hundredths of an acre located at 309 E. Wood Street. (PIN: 21-07-207-013) legally described in Exhibit "A" is hereby approved.
4. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this _____ day of March 2022.

APPROVED this _____ day of March 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

309 E Wood St, Bloomington, Illinois

Tract One: The South $\frac{1}{2}$ of all that part of Lot 1 in the Subdivision of the Northwest Quarter of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, lying South of the South line of Hardin Street (now Wood Street) and North of the center of Niccolls Street, if extended East, except the East 100 feet thereof, in McLean County, Illinois.

Tract Two: The East 100 feet of the South $\frac{1}{2}$ of all that part of Lot 1 in the Subdivision of the Northeast Quarter of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, lying South of the South line of Hardin Street (now Wood Street) and North of the center of Niccolls Street, if extended East, in McLean County, Illinois.

Tract Three: The East 100 feet of the North $\frac{1}{2}$ of all that part of Lot 1 in the Subdivision of the Northeast Quarter of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, lying South of the South line of Hardin Street (now Wood Street) and North of the center of Niccolls Street, if extended East, in McLean County, Illinois.

Tract Four: Lot 1 in Eugene D. Comstocks Subdivision of Lot 1 in Block 12 in John Niccolls and Company's Second Addition to the City of Bloomington and part of Lot 1 in the Subdivision of the Northeast Quarter of Section 9, Township 23 North, Range 2 East of the Third Principal Meridian, according to the Plat recorded in Book 8 of Plats, page 156.

PIN: 21-09-207-013



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 2, 2022

CASE NO: Z-04-22, Zoning Map Amendment

REQUEST: Public Hearing, review and action on a petition submitted by James Carlson on behalf of Perry Detherage requesting a zoning map amendment for property located at 309 E Wood St in the City of Bloomington, from R-1C, Single Family Residence District, to B-2, Local Commercial District.

BACKGROUND

Petitioners' request:

The petitioner seeks to rezone the subject property from R-1C, Single Family Residence District, to B-2, Local Commercial District to allow for an office use at the property. The property is currently owned by Milestones Early Learning & Preschool and previously operated as a children's daycare center.

Property Characteristics:

The subject property consists of 0.89 acres of land located at 309 E Wood St. The property is located on the south side of E Wood St, east of Wright St, and borders Evergreen Cemetery to the west. A vacant building currently exists on the property. The site includes an associated surface parking area and former playground areas.

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 41 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	P-2	Multi-Family Residential
South	P-2	Evergreen Cemetery
East	P-2	Evergreen Cemetery
West	R-1C	Single Family Residential

ANALYSIS

*Comparison of Existing and Proposed Districts**

R-1C Single Family Residence District	B-2 Local Commercial District
The intent of the R-1C Single Family Residence District is to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be converted from single-family to two-family residences to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization.	The intent of the B-2 Local Commercial District is to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. In addition to serving commercial purposes, this district encourages a mix of land uses, continued community investment through infill and site renovations, and a development form that supports mixed transportation modes, such as bicycle, pedestrian, and public transportation in addition to personal vehicles. Neighborhood shopping centers, particularly with a supermarket as a principal or anchor tenant, are appropriate at prominent intersections. The protection of surrounding residential properties from adverse impacts is a primary focus of this district.

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

Compliance with the Comprehensive Plan

Rezoning requests should be consistent with the Comprehensive Plan designation. The 2035 Comprehensive Plan's Future Land Use map identifies this section of E Wood St as Low Density Residential. The Land Use Priorities map does not identify this area as a priority area.

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

- H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City.
- Goal N1-1. Enhance the livability of all Bloomington Neighborhoods
- Goal N1-2. Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area.

STANDARDS FOR REVIEW

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

Standards for Consideration of Rezoning

Standard	Discussion	Finding
<i>The suitability of the subject property for uses authorized by the existing zoning.</i>	Uses permitted within the R-1C District are primarily oriented towards higher density single-family detached dwellings. Offices uses are not permitted within the existing district.	Standard is met.
<i>The length of time the property has remained vacant as zoned</i>	The property has been vacant for over one year and had been formerly utilized for day-care activities. The	Standard is met.

<i>considered in the context of land development in the area.</i>	rezoning would allow for a new business use activity at the site to operate with full zoning compliance.	
<i>The suitability of the subject property for uses authorized by the proposed zoning.</i>	An office use is a permitted use in the B-2 zoning district, which encourages a mix of neighborhood uses and supports site renovations.	Standard is met.
<i>The existing land uses and zoning of nearby property.</i>	The subject property is surrounded by both residential and public uses.	Standard is met.
<i>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.</i>	If the zoning map amendment is granted, the applicant would be able to utilize the site for business activities, which would benefit Bloomington residents.	Standard is met.
<i>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.</i>	The site has access to E Wood Street.	Standard is met.
<i>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.</i>	The petitioner has stated they will comply with any proposed drainage requirements for any potential improvements at the property, though none are proposed at this time.	Standard is met.
<i>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 site is currently served by existing watermain and sewer connections, as well as fire and police protection.	Standard is met.
<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.</i>	The map amendment is intended to facilitate use of underutilized properties, providing a net benefit to the area.	Standard is met.
<i>The extent to which property values are diminished by the particular zoning restriction.</i>	The zoning restrictions would not be expected to diminish property values.	Standard is met.
<i>The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.</i>	The proposed rezoning and use are not anticipated to diminish property values in the area.	Standard is met.
<i>Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.</i>	The Comprehensive Plan's Future Land Use map identifies the subject property as a low density residential. The Land Use Priorities map does not directly identify this area.	Standard is met.

<i>Whether the City needs the proposed use.</i>	The proposed map amendment would allow a vacant former commercially-designed building to be occupied and serve the City locally.	Standard is met.
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STAFF RECOMMENDATION

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

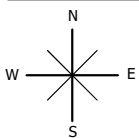
1. Motion to establish findings of fact, and that the proposed map amendment is in the public interest and not solely for the benefit of the petitioner.
2. Motion to recommend approval of the petition submitted by James Carslon on behalf of Perry Detherage requesting a zoning map amendment for property located at 309 E Wood St in the City of Bloomington, from R-1C, Single Family Residence District, to B-2, Local Commercial District. (P.I.N.: 21-09-207-013). (Ward 1)

Respectfully submitted,

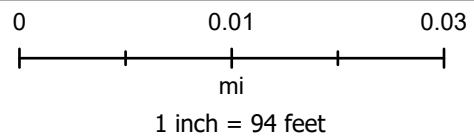
Jon Branham
City Planner

Attachments:

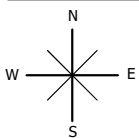
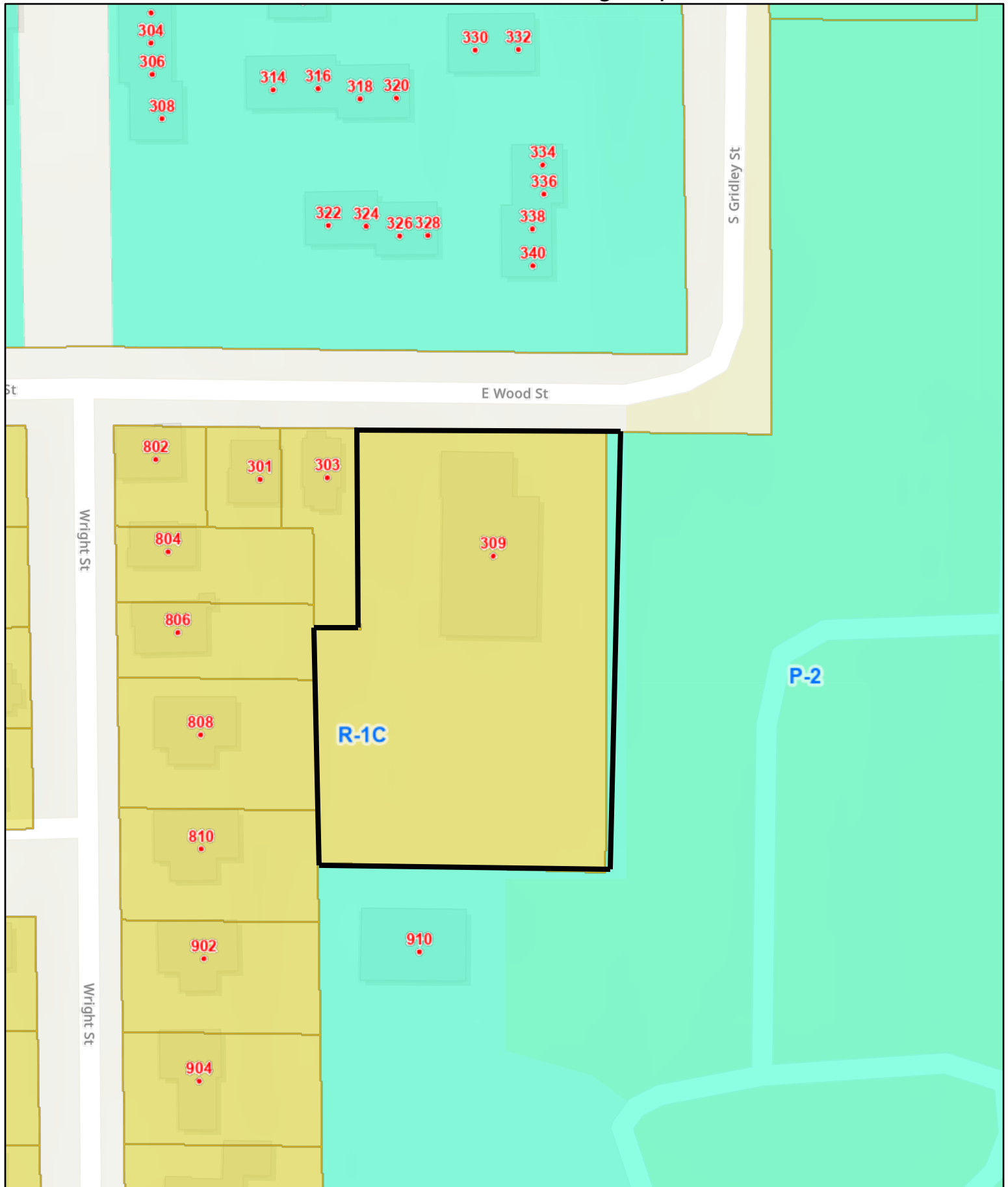
- Draft ordinance
- Aerial map
- Zoning map
- Neighborhood notice and map



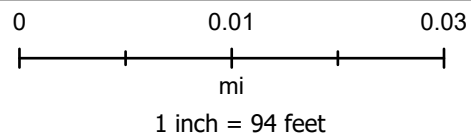
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Case Z-04-22 - Zoning Map



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E. Z-04-22 Public hearing, review and action on a request submitted by James Carlson on behalf of Perry Detherage requesting a Zoning Map Amendment for the property located at 309 E. Wood Street from R-1C (Single Family Residence) District to B-2 (Local Commercial) District (PIN: 21-09-207-013). (Ward 1)

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

Mr. Branham noted that the location was formerly a daycare facility which is a nonconforming use in the residential zoning district. He stated the property has been vacant for over a year, and a plumbing business is interested in the location. He stated the business proposes to have three employees. There are no changes proposed to the property. The new owner wanted to be conforming so he has requested a zoning map amendment. The proposed zoning is B-2 (Local Commercial) District. Mr. Branham placed an emphasis on the key word for this business district which is "local." He added the building itself has been a business use for an extended time, prior to that of the daycare use.

There were no questions for staff from the Commission.

Chairperson Mohr opened up the meeting to public comment on this case.

The petitioner, James Carlson (2003 Woodhavens Dr, Bloomington) spoke about the request. He noted this building was built as commercial building and has been utilized as such for almost 30 years without disrupting the neighborhood. Mr. Carlson noted that the proposed business will utilize fewer city services and generate less traffic than the prior use. There is no retail associated with the business; the building is only being use for office and storage.

There were no questions for the petitioner from the Commission.

There were no other public comments related to the case. Chairperson Mohr closed the public hearing portion of this case.

The Chairperson stated he would entertain a motion establishing findings of fact, and that the proposed map amendment is in the public interest and not solely for the benefit of the petitioner. Commissioner Boyd stated he would make that motion. Commissioner Stanczak seconded. There was no discussion.

A Roll Call vote was taken. Mr. Boyd - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Abstained, Ms. Patino - Yes, Mr. Galpalli - Yes, Mr. Sant-Amour - Yes, Chairperson Mohr - Yes. The motion was approved (6-0-1).

Mr. Boyd made a motion to recommend approval of the petition submitted by James Carlson on behalf of Perry Detherage requesting a zoning map amendment for property located at 309 E Wood St in the City of Bloomington, from R-1C, Single Family Residence District, to B-2, Local Commercial District. Mr. Stanczak seconded. There was no discussion.

DRAFT

MEETING MINUTES

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

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A Roll Call vote was taken. Mr. Boyd - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Abstained, Ms. Patino - Yes, Mr. Galpalli - Yes, Mr. Sant-Amour - Yes, Chairperson Mohr - Yes. The motion was approved (6-0-1).

DRAFT



CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: March 28, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition for Lake Bloomington Lot Transfer for Lake Bloomington Lot 11 in Block 22 in Camp Potawatomie, from Anne Matter to the petitioner, Anne Matter. Lot 11 in Block 22 has a residence, a septic system, and one boat dock.

The lessee requested to dissolve the current lease which prohibited construction in a twenty-foot-wide section of the leased lot. As part of the agreement to allow a new home construction, lessee has agreed to install a new septic system and enter into a new lease with the City.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

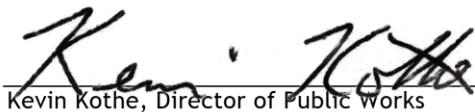
FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses a lease rate of \$0.40 per \$100 of EAV to determine the Lake Lease Fee. With the new lease rate formula of 2% of land only (total assessed value), this lease will generate approximately \$1,758.84 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

3/14/2022



Chris Tomertin, Budget Manager

3/15/2022



George Boyle, Assistant Corporation Counsel

3/23/2022



Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- PW 4B Current Lease_Matter to Matter Lake Lot Transfer
- PW 4C Property Manager Memo_Matter to Matter Lake Lot Transfer
- PW 4D Petition_Matter to Matter Lake Lot Transfer
- PW 4E Septic Information_Matter to Matter Lake Lot Transfer
- PW 4F Agreement_Matter to Matter Lake Lot Transfer
- PW 4G Supplemental Agreement_Matter to Matter Lake Lot Transfer
- PW 4H Location Map_Matter to Matter Lake Lot Transfer
- PW 4I Structure Map_Matter to Matter Lake Lot Transfer
- PW 4J Photograph_Matter to Matter Lake Lot Transfer

AMENDED LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 29th day of March, 2001 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Anne E.K. Matter **(if more than one Lessee, cross out 2 of the following that do not apply)** (as joint tenants) (as tenants in common) (as tenants by the entirety) of the Town of Normal, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

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

Lot 11 in Block 22 in Camp Potawatomie, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois and the following two parcels:

Parcel 1: The North 20 feet of an unused strip of land abutting Lot 11 in Block 22 in Camp Potawatomie upon which the City of Bloomington has permitted installation of septic tank seepage beds attached to said lot.

Parcel 2: Part of the Northeast Quarter of Section 12, Township 25 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 11 in the Resurvey of Bo9ck 22 in Camp Potawatomie as shown on unrecorded plat prepared by the Office of the City Engineer, Bloomington, McLean County, Illinois; thence North 05-05'-35" East 83.90 feet to the northeast corner of said Lot 11; thence South 32-06'-11" East 54.01 feet; thence South 34-18'-03" West 50.92 feet; thence South 59-35'-26" West 22.85 feet to a point on the east line of said Camp Potawatomie lying 20.00 feet south of the south line of said Lot 11; thence North 37-45'-34" east 20.01 feet to the Point of Beginning containing 1,672.70 square feet/0.038 acres, more or less, with assumed bearings given for description purposes only.

Provided however that there shall be no improvements constructed on Parcel 1 and 2 except for a septic tank seepage bed on Parcel 1 and pilings or other structural members for a deck on Parcel 2.

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

3. RENT.

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

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

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

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

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

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

longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

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

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

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

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

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

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

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

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

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

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

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

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

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

City

Lessee

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

Anne Matter

[Redacted Signature]

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Judy Harlow
Its Mayor

Attest:

Dany Couert

[Redacted Signature]

6K

FOR COUNCIL: March 26, 2001

To: Honorable Mayor and Members of the City Council

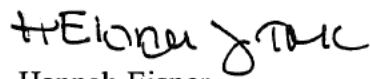
From: Staff

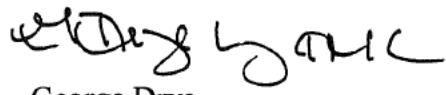
Subject: Amendment to Lake Lease for Lot 11, Block 22, Camp Potowatomie

The Lessee of Lot 11, Block 22, Camp Potowatomie, has asked the City to amend that lease to include part of the marginal lands between the lot and the lake. Attached is a drawing showing the additional area in question. The lessee needs this additional property to construct an addition to an existing deck and to meet the set back requirements for the improvement. This property is situated such that the new deck will not interfere with the view of the lake from the adjacent properties. The Lessee has further indicated that the underneath part of the deck will not be enclosed or used as living space.

The City has amended leases for similar reasons in the past and staff recommends this lease be amended as requested on the condition that Lessee may not construct any improvements within the area other than as shown on the drawing provided and on the further condition that Lessee provide City with a survey and legal description for the area.

Respectfully,


Hannah Eisner
Assistant Corporation Counsel


George Drye
Director of Engineering and Water


Tom Hamilton
City Manager

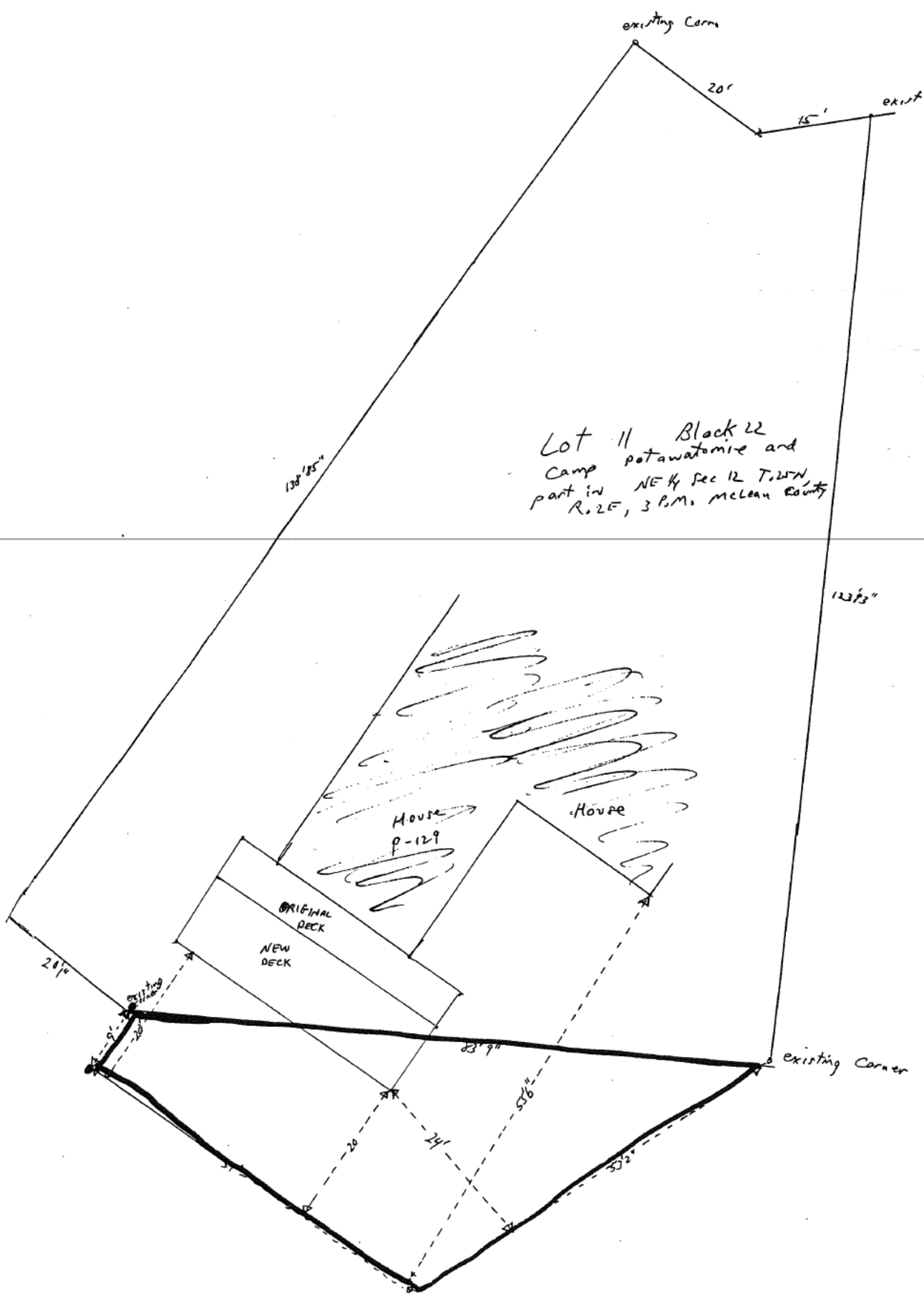
Motion:

That the lease be amended to include the additional property shown on the drawing attached hereto with the condition that Lessee may not construct any improvements within the area other than as shown on said drawing and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: Alderman Finnegan

Seconded by: Alderman Matejka

	Aye	Nay	Other		Aye	Nay	Other
Alderman Crawford				Alderman Finnegan	✓		
Alderman Fruin	✓			Alderman Rhoda	✓		
Alderman Sprague				Alderman Schmidt	✓		
Alderman Matejka	✓						
Alderman Whalen	✓			Mayor Markowitz			



Lot 11 Block 22
Camp potawatomi and
part in NE 1/4 Sec 12 T. 24N,
R. 2E, 3 P.M. McLean County

MEMORANDUM

March 7, 2022

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 11 Block 22 in Camp Potawatomie Lake Lot Transfer

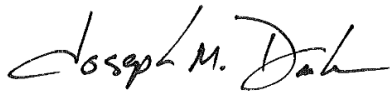
A Petition and Lake Lease Transfer request has been submitted for Lot 11 in Block 22 in Camp Potawatomie, from Anne Matter to the petitioner, Anne Matter.

A new lease rate of 2% of land only (total assessed value) is being used to calculate the income from this lease. The total assessed value of the land only is \$87,942.00

This petition will have a financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. This new lease uses the 2% of the land only (total assessed value) rate. With this lease rate change, 2% of the land only (total assessed value), this lease will generate approximately \$1,758.84 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Sincerely,



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



Lake Bloomington Lease Transfer Petition

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

LOT: 11 BLOCK 22 of Camp Potawatomie

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

From: (please print) Anne Matter (Seller Name)

To: (please print) Anne Matter (Buyer Name)

Signatures of Sellers

Signatures of Sellers

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

Now comes (please print) Anne Matter (Buyer) and

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

Anne Matter (Seller) In and to the Lease made on the
(Date) 03/29/2001 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said
(Seller) Anne Matter has executed deed of transfer of their interest in
said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted

Signature of Buyer

Signature of Buyer



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 11 BLOCK 22 CAMP Potawatomie,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Anne Matter, in and to the premises known as LOT 11 BLOCK 22 in Camp Potawatomie, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____, _____.

, Mayor



OFFICE
COPY

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

April 14, 2021

Mr. Stephen Matter

Re: Septic Permit #78-7468
Parcel #07-12-206-009
Lot 129, Lake Bloomington - Potowatomie Subdivision

Dear Mr. Matter:

On April 6, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on April 2, 2021 and the following deficiencies were noted:

- Solids were noted on the inlet and outlet baffles in the septic tank. This could be an indication the tank has not been properly maintained or the system has backed up at some point in time
- Water was standing in the outlet of the septic tank. The pump in the lift station was not operating properly. The pump was replaced following the evaluation.
- The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.
- There is not an alarm in place for the pump system. This must be provided.
- A driveway has been installed over a portion of the seepage field. This may result in the premature failure of the septic system.

In summary, the septic system was installed in 1978 and is now approximately 43 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>

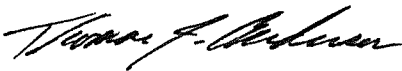
Mr. Stephen Matter

April 14, 2021

Page 2

Please contact Ms. Samantha Odenthal, of this department at (309) 888-5482, within ten days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas J. Anderson".

Thomas J. Anderson

Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC

TJA:AC:du

AC-0601-21-059

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

Log #: 21-059

Date Received: 4-6-21

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: Stephen Matter

Address: [REDACTED]

Phone #: Day [REDACTED] Home - -

2. Requestor Information:

Name: same

Address: [REDACTED]

Phone #: Day - - Home - -

3. Property Information:

Parcel Number (Tax ID): () 07-12-206-009

Date Evaluation Performed: 04-02-21

Address of property evaluated: [REDACTED]

Sub. & Lot: Lk. Blm - Potowatome

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 78-7468

4. Interview Information:

Person interviewed: Stephen Matter

Original owner: Yes ☐ No ☒

Age of home (years): [REDACTED]

Intended for seasonal use: Yes ☒ No ☐

Date last occupied: currently

Number of occupants: 2

Has tank ever been pumped: Yes ☒ No ☐

If yes, how often: 20 yrs ago

5. Interior Evaluation:

Number of bedrooms: 3

Garbage disposal: Yes ☒ No ☐

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

Water softener discharges to: n/a

Clothes washer discharges to: septic

Dishwasher discharges to: septic

Hot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. all

a. ejector pit

b. [REDACTED]

b. [REDACTED]

c. [REDACTED]

c. [REDACTED]

d. [REDACTED]

d. [REDACTED]

Basement floor drains discharge to: [REDACTED]

Garage floor drains discharge to: n/a

Sump pit/pump discharges to: ground surface

Downspouts discharge to: ground surface

Environmental Health

APR 06 2021

MCCHD

6. Exterior Evaluation Points:

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 24 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 1600 gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☒	☐	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☒	☐	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☒	☐	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: 12 inches to 24 inches
 Square feet of field: 653 square feet

Meets current code sizing requirements:	Yes ☒	No ☐
Seepage standing on ground surface:	Yes ☐	No ☒
Lush vegetation or saturated soil on or near seepage field area:	Yes ☐	No ☒
Evidence that water has ponded over seepage field or the soil is saturated:	Yes ☐	No ☒
Solids or "carry over" material present in the rock or bedding material:	Yes ☐	No ☒
Depth of water in trench : 0 inches		

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

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	Yes ☐	No ☐
--	------------------------------	-----------------------------

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches
 Square feet of bed: square feet

Meets current code sizing requirements:	Yes ☐	No ☐
Seepage standing on ground surface:	Yes ☐	No ☐
Lush vegetation or saturated soil on or near seepage bed area:	Yes ☐	No ☐
Evidence water has ponded over seepage bed or is soil saturated:	Yes ☐	No ☐
Solids or "carry over" material present in the rock or bedding material:	Yes ☐	No ☐
Depth of water in bed : inches		

E. SAND FILTER -- This Section N/A ☒

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

Square feet of sand filter: _____ square feet

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

Yes No

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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

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

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Yes No

☐	☐
☐	☒
☐	☒
☐	☒
☐	☒

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

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

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes No

☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

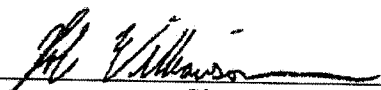
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The water level was high in the septic tank and pump station due to the pump not working. The septic tank was pumped following this evaluation. The pump in the lift station was replaced following this evaluation. The owner will need to get an electrician to put an alarm where he wants it. The seepage field is under the gravel drive. This could affect how it functions. This house is being used seasonally. If it were used full time, the septic system could evaluate differently. The average life of a septic system is about 25 years. This septic system is 43 years old.

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

Rob Williamson

Inspector's Name (print)


Signature

04-06-21

Date



Received via
e-mail from owner
04/20/21
60

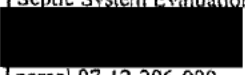
Williamson Excavating, LLC14964 Halsey Road
Heyworth, IL 61745**Invoice**

Date	Invoice #
4/6/2021	9803

Bill To
Stephen Matter


ONION
APR 20 2021
Environmental Health

P.O. No.	Due Date	Job Name
	4/6/2021	

Quantity	Description	Rate	Amount
1	Septic System Evaluation  parcel 07-12-206-009	285.00	285.00
1	EP0411A Sewage Pump	316.00	316.00
1	1.5" thread to glue adaptor	2.00	2.00
1	1.5" Check Valve	28.10	28.10
5	1.5" sch40 pipe	0.90	4.50
1	1.5" sch40 90 degree elbow	2.40	2.40
1	1.5" rubber mission couplers	6.00	6.00
	Labor to install pump	300.00	300.00
Total			\$944.00

Phone #
(309) 275-3003

McBRAYER SANITARY SERVICE, LLC

Septic tank pumping and Grease trap
29362 East 1300 North Rd. Ellsworth, IL 61737
(309) 724-8417 | (309) 261-6076 | (309) 533-9812
www.mcbrayersanitaryservice.com
Licensed by State & County

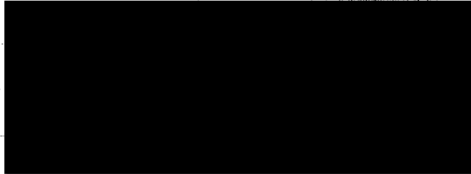
Environmental Health
APR 20 2021
MCHD

Invoice For

STEVE MATTER

Issue Date

APRIL 8, 2021



Description	Amount
SEPTIC TANK PUMPED @ 24889 NIGHTHAWK HILSON ON APRIL 1, 2021	245 -

Subtotal

245 -

Amount Due

245 -

Notes

LAKE BLOOMINGTON LEASE AGREEMENT

THIS LEASE is entered into on the ____ day of _____, ____ between the City of Bloomington, a municipal corporation of McLean County, Illinois, hereinafter called "City" or "Lessor" and **Anne Matter** (as joint tenants) (as tenants in common) (as tenants by the entirety), of **McLean County** in the State of **Illinois**, hereinafter called "Lessee,"

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

1. DESCRIPTION OF LEASED PREMISES. The City hereby leases to the Lessee that part of the City's marginal land described as: Lot **11** in Block **22** in Camp **Potawatomie**, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois, attached hereto as **Exhibit A** with PIN **07-12-206-009** and commonly known as **24889 Nighthawk Lane** ("Leased Premises"). The City reserves the right to renumber and redesignate said Leased Premises including said tract and included lot, and the Lessee will, upon request of the City, produce and exhibit this Lease and permit endorsing or stamping of such new number and designation hereon.

2. TERM. The term of this Lease is **99 YEARS**, unless sooner terminated as hereinafter provided.

3. RENT. Lessee agrees to pay rent for the Leased Premises to the City of Bloomington which shall be paid to the City per the terms outlined in the annual Lake Lot Lease Invoice. Rent shall be paid annually or in installments approved in writing by City. Rent shall be calculated under the following rent formula: **2% of THE LAND ONLY TAV (TOTAL ASSESSED VALUE)** as determined by the Assessor of the Township where the Leased Premises is located. Said rent shall be subject to recalculation every 10 years, based on the then-existing formula used to calculate the rent of new leases at that time. City is further permitted to reopen or renegotiate the base annual rent at the end of this Lease term. Failure to pay rent within 30 days of the bill due date listed on the Lake Lot Lease Invoice shall be a violation of this lease and subject to the provisions of Section 22.

4. LESSEE'S DWELLING. Lessee may construct, maintain, use, and occupy a single-family home and its appurtenances on the Leased Premises. No more than one home shall be on the Leased Premises at any one time. Prior to commencement of construction or modification of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises. Lessee shall submit all applicable applications and plans for said construction and/or modification, including details of all appurtenances, plumbing, sewage disposal, electrical and mechanical systems, and any other requirements set forth by City and/or governmental bodies having jurisdiction, prior to the start of any construction or modification project and shall not begin said project(s) until full approval in writing with all required permits have been received. Any improvements built or modified without such written approval and/or permit(s) shall be removed or altered upon the written request of the City, and at the expense of the Lessee. Upon Lessee's failure to comply, the City may cause the same to be removed or altered, and the amount of the expense incurred shall be paid by Lessee to City on demand. After performance of any other obligations herein on this part, Lessee shall leave the ground in as good condition as the same was prior to such construction or modification. The ordinances of the City shall be in full force and effect in the same manner as if the Leased Premises were located within the boundaries of the City of Bloomington. City shall not unreasonably restrict Lessee from making improvements upon

the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean.

5. UTILITIES. The Lessee is exclusively responsible for payment of water, electricity, garbage removal, and any other services availed of by the Lessee. For purposes of this Section the following shall apply:

A. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the Leased Premises. Lessee agrees at all times to use the Leased Premises in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the Leased Premises, the City shall have the right to require Lessee to connect (i.e., install a properly permitted private sewer service line) to said public sanitary sewer, including all sewage systems, water closets, sinks, drains, etc. Said connections shall be done in a manner approved by the City within the specified allotted time after notice is given including properly abandoning all septic systems at Lessee's sole cost. In addition, Lessee shall pay to the City the Lessee's proportional cost of the sanitary sewer improvements.

Permitted septic systems associated with the Leased Premises, but located off the Leased Premises at the time of the execution of this Lease, may remain off the Leased Premises until the septic system is repaired or replaced at which time the septic system shall be installed entirely upon the Leased Premises.

Further, Lessee shall: **(1)** Have all septic tank(s) associated with the Leased Premises pumped once every three years with the record of pumping being submitted to the City of Bloomington Public Works Department; **and (2)** Have all septic systems inspected by a McLean County Health Department approved septic evaluator once every three years with such records submitted to the City of Bloomington Public Works Department. Within six months of the inspection Lessee shall be required to correct any and all deficiencies found at the time of the evaluation to ensure said systems meet the standards of all sanitary laws and regulations of any governmental body having jurisdiction over the Leased Premises.

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

C. REFUSE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent and paid by Lessee. However, so long as no residence is located on the Leased Premises and no garbage is collected, no fee for garbage collection shall be owed. Lessee shall maintain sole responsibility of requesting to start or stop garbage collection services. Failure to pay the garbage fee within 30 days of the bill due date listed on the Lake Lot Lease Invoice shall be considered a default as defined in Section 22.

6. LAND AND LAKE USE, ACCESS, AND MAINTENANCE.

A. RIGHT OF ENTRY. City shall have the right to go upon the Leased Premises at any and all times for the purpose of inspecting the same, to gain access to other land, to plant and care for trees and other vegetation, to improve and protect the shoreline, and/or for any other reasonably necessary work as determined exclusively by City. City shall have the right to construct or cause to be constructed and to maintain and operate sewer, water and gas pipes, electric and telephone lines and/or pipes and lines for

other services and their appurtenances on the Leased Premises. City retains all rights and ownership of the Marginal Land and Reservoir, upon which structures may be located. In the event the City requires access to perform maintenance of City owned property, removal of structures located on said property may be required and shall be done at City's sole discretion and at no cost to the City. Removal cost shall be paid by the Lessee. City shall not be responsible for replacing and/or reimbursing costs of any required removals.

B. GENERAL PUBLIC. Lessee may exclude the general public from the Leased Premises.

C. LAKE. Lessee and those persons lawfully occupying the Leased Premises shall have the right to use Lake Bloomington for boating, fishing, and other recreational uses, but shall be subject to the ordinances, rules, and regulations of the City. City grants Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the nearest boundary of the Leased Premises.

D. GENERAL MAINTENANCE. Lessee shall keep and maintain the Leased Premises, including the lot, improvements, structures, and personal items in good repair and a sanitary and neat condition, free from noxious weeds and debris. Any improvement, structure, or personal item remaining on non-leased City owned property shall be removed at Lessee's expense no later than 30 days from the execution of this Lease. If said removals do not timely occur, City may remove said structures and/or personal items at an expense to be reimbursed by Lessee to City. City shall not be responsible for replacing and/or reimbursing costs of any required removals. Failure to abide by the above stated shall be a default as defined in Section 22.

E. SANTITARY CONDITIONS. Lessee shall install, use, and maintain in sanitary condition such septic systems, toilet(s), sewage, garbage, ash, and refuse facilities for the storage, treatment, or disposal of solid or liquid waste as required by the City, the State Department of Public Health, or other public authority having in its charge sanitation and public health.

F. TREE CUTTING. No trees on the Leased Premises shall be removed without prior written permission of the City except that Lessee may remove dead limbs and trim trees for safety, plant health, or aesthetic reasons. All tree removal requests shall be made to the City on the form made available by the City. City shall have the exclusive right to determine whether a tree is dead, whether removal is necessary, and what value is placed on each tree should removal of a live tree be desired by Lessee. City shall be reasonable and timely in its evaluation and assessment. Lessee shall be responsible for payment of the assessed value and all costs associated with any and all tree removals on the Leased Premises no later than 30 days after written notification by City. If the Lessee does not adhere to the above stated policy, Lessee shall be in default as defined in Section 22 and shall also pay the City's determined appraised value in full.

G. VEGETATION. Lessee shall care for and protect from damage all shade and ornamental trees, shrubbery, plants, and sod, and shall not remove, trim, or permit the removal or trimming of any tree except for in accordance with the above stated Section 6F, nor shall Lessee permit any of the Leased Premises to be denuded of vegetation or be cultivated in such manner as to cause or permit soil erosion.

7. WATER DAMAGE. The City shall not be liable for damage caused to any improvement or other property of the Lessee as a result of flooding.

8. PREFERENCE IN NEW LEASE. At the expiration of this Lease, the Lessee, if not in default, shall be preferred over all others for a new lease of the Leased Premises subject to then-existing ordinances and regulations.

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

10. LIENS. The Lessee shall not subject the City's interest in the Leased Premises to a lien of any kind, including but not limited to mechanics' or materialmen's liens. If such lien is claimed or filed, the Lessee shall cause the Leased Premises to be released from the claim within 30 days of receiving notice thereof.

11. TAXES AND ASSESSMENTS. The Lessee is responsible for all taxes and assessments levied on any part of the Leased Premises and any improvements thereon. The Lessee shall pay all taxes and assessments before they become delinquent.

12. SPECIAL ASSESSMENTS FOR LOCAL IMPROVEMENTS. Whenever the Leased Premises will be specially benefited by the construction of any local improvement or improvements and the Lessees of the majority of lots to be specially benefited thereby petition therefore or consent thereto in writing, the City may cause the improvement to be made. The Lessee will pay to the City the Lessee's proportional cost of the improvements.

13. SUBLETTING. Lessee may sublet the Leased Premises for not less than one week and not more than one year at a time after first obtaining the written consent of the City. During the period of subletting, Lessee is fully and exclusively responsible for all obligations under this Lease. City will not restrict a sublease provided that Lessee is not in default and the sublease will be conducted in accordance with all applicable City ordinances, rules, and regulations. Lessee understands that City has a Rental Registration Program and that the Program may become applicable to the Leased Premises should Lessee decide to sublet, at which point Lessee agrees to enroll and fully comply with said Program.

14. ASSIGNMENT. Other than as set forth in Section 13, Lessee shall not have the right to sell, assign, mortgage, or transfer this Lease without the written consent of the City. However, City shall not withhold its consent to a sale, assignment, mortgage, or transfer if Lessee is not in default as defined in Section 22 and the sale, assignment, mortgage, or transfer is made in accordance with City ordinances, rules, and regulations.

If the improvements upon the Leased Premises are permissibly sold, assigned, or transferred, City will promptly begin evaluation of the Leased Premises for compliance with all applicable laws, ordinances, rules, and regulations in an effort to issue a new lease. Upon verification City will enter into a new lease. Thereupon, this Lease will automatically terminate, and the Lessee will be freed of any obligations hereunder.

15. EMINENT DOMAIN. If the Leased Premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows: That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the

taking or damaging the leasehold interest of Lessee in the Leased Premises or the improvements located thereon shall be paid to Lessee.

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

17. POWER TO MORTGAGE. For the purpose of enabling Lessee to secure financing in the form of a mortgage on the improvements of the Leased Premises, City and Lessee agree, so long (but only so long) as Mortgagee, its successors, and assigns shall have an interest in said improvements, City shall notify Mortgagee per Section 18 of any default by Lessee. After Mortgagee has been provided notice, Mortgagee shall have the same time period as Lessee to cure any default under this Lease. City shall accept such performance by Mortgagee as if it had been done by Lessee.

18. NOTICE. All notices referred to herein shall be sufficient if delivered by: (1) personal delivery; (2) email with confirmation; or (3) certified mail, return receipt requested to the respective parties at the addresses set forth herein, or such other addresses as they shall from time to time furnish to each other by written notice.

If to Lessee:
Anne Matter

(Email Required) _____

If to Mortgagee:

(Email Required) _____

If to City:

City of Bloomington
Attn: City Manager
115 E. Washington St.
Bloomington, IL 61701
cityclerk@cityblm.org

If to City, copy to:

City of Bloomington
Attn: Corporation Counsel
115 E. Washington St.
Bloomington, IL 61701
legal@cityblm.org

19. LEGAL COMPLIANCE. Lessee shall comply with all rules, regulations, ordinances, and laws relating to the Leased Premises, the lake, and surrounding lands, and will not permit any violation thereof by any family members, guests, or any other persons permitted access the Leased Premises.

20. RULES & REGULATIONS. Lessee and those occupying the Leased Premises are subject to such reasonable rules and regulations as may be adopted by City from time to time after reasonable notice of the proposed rules and regulations to Lessee.

21. GOVERNING LAW. This Lease is governed by and will be interpreted under the laws of the State of Illinois. Any disputes shall be heard in the courts of McLean County, State of Illinois.

22. DEFAULT. In the event Lessee fails to timely pay rent or other fees and charges, or otherwise violates any of the terms and conditions of this Lease, and such failure or violation is not cured or remedied within 30 days following service by the City upon the Lessee of written notice specifying such failure or violation, Lessee shall be in default of this Lease.

In the event of default, City shall be entitled to one or more of the following remedies: **(1)** to terminate this Lease and seek an order from a court of competent jurisdiction allowing it to retake possession of the Leased Premises; **(2)** to seek a judgement for any sums due City for rent, fees, late charges, or penalties; **(3)** to seek a judgement for the reasonable cost of any repairs to remedy damage to the Leased Premises; **(4)** to sue for injunctive relief directing Lessee to perform as required under this Lease; **or (5)** to seek a judgement for City's reasonable costs incurred to obtain remedies.

If Lessee defaults in the payment of rent or other monetary charges due hereunder, and fails to remedy such default within 30 days, Lessee shall be responsible for paying late fees as defined on the Lake Lot Lease Invoice in compliance with all applicable laws.

At the sole discretion of the City, Lessee may be given, by written extension, additional time to cure a default, and such extension shall not be deemed a waiver of the City's right to terminate this Lease based upon such default and seek remedies as provided herein.

23. INSURANCE. Lessee shall maintain and carry insurance in Lessee's own name on any improvements on or placed by him on the Leased Premises. Lessee shall cause such insurance to be written in favor of himself and the City jointly. In such case that the insurance shall be used for its purpose, the Lessee may receive all recoverable insurance moneys subject only to the prior right of the City to receive payment of any sums then due and owing to it from the Lessee. All certificates of insurance shall be provided to the City and City shall be named as additional insured under the policy(ies). City shall be immediately notified in the event any changes to the policy(ies) are made. If the Lessee maintain and carry such insurance and/or abide by the above state policy, Lessee shall be in default as defined in Section 22 and shall also pay the City's any monies owed under what would have been determined to be an insurance claim had Lessee been appropriately covered.

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

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

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

LESSEE

CITY OF BLOOMINGTON


(Lessee Signature)

Its Mayor

Attested by:

(If second signer, Lessee Signature)

Its City Clerk

ON WEST SHORE OF
LAKE BLOOMINGTON

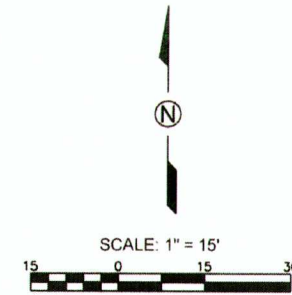


PLAT OF SURVEY

LOT 11 IN THE RESURVEY OF BLOCK 22 IN CAMP POTAWATOMIE
& PART OF THE PROPERTY ADJOINING LOT 11 IN THE NE1/4 OF
SECTION 12, T.25N., R.2E., 3P.M., MCLEAN COUNTY, ILLINOIS

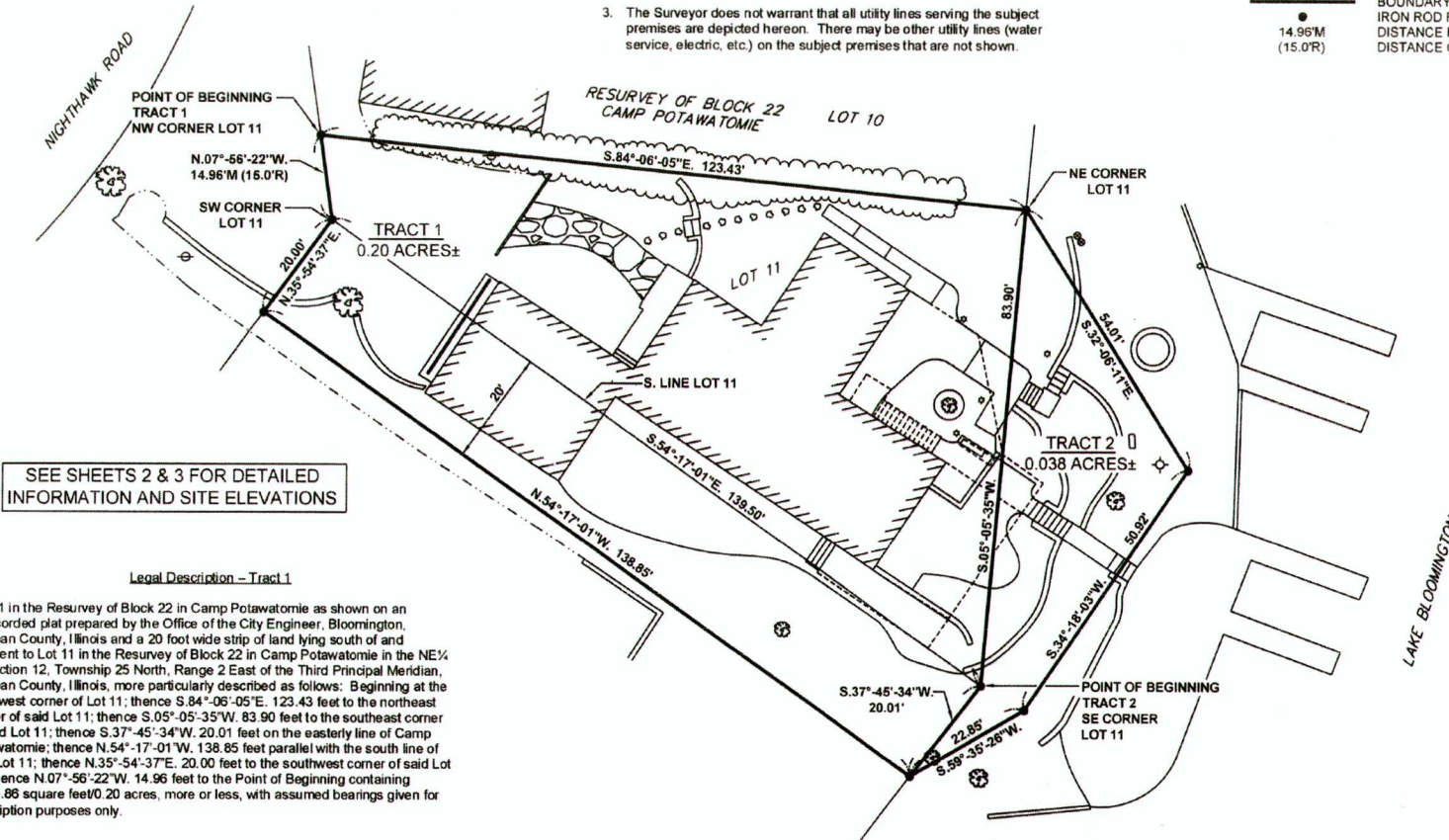
Surveyor's Notes

1. The parties requesting the hereon depicted survey did not furnish any evidence of title. There may be additional easements or other matters of record affecting the subject premises of which I am unaware and these matters, if any, are therefore not shown.
2. The underground gas and underground telephone lines depicted hereon are as shown from utility markings on the site. The septic tank, septic field and septic lines as depicted hereon are approximate and are based on field inspection notes dated 07/25/1978 provided by the McLean County Health Department.
3. The Surveyor does not warrant that all utility lines serving the subject premises are depicted hereon. There may be other utility lines (water service, electric, etc.) on the subject premises that are not shown.



LEGEND

- 14.96'M (15.0'R)
- BOUNDARY OF SUBJECT PREMISES
- IRON ROD FOUND
- DISTANCE MEASURED
- DISTANCE OF RECORD



SEE SHEETS 2 & 3 FOR DETAILED
INFORMATION AND SITE ELEVATIONS

Legal Description - Tract 1

Lot 11 in the Resurvey of Block 22 in Camp Potawatomi as shown on an unrecorded plat prepared by the Office of the City Engineer, Bloomington, McLean County, Illinois and a 20 foot wide strip of land lying south of and adjacent to Lot 11 in the Resurvey of Block 22 in Camp Potawatomi in the NE1/4 of Section 12, Township 25 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the northwest corner of Lot 11; thence S.84°-06'-05"E. 123.43 feet to the northeast corner of said Lot 11; thence S.05°-05'-35"W. 83.90 feet to the southeast corner of said Lot 11; thence S.37°-45'-34"W. 20.01 feet on the easterly line of Camp Potawatomi; thence N.54°-17'-01"W. 138.85 feet parallel with the south line of said Lot 11; thence N.35°-54'-37"E. 20.00 feet to the southwest corner of said Lot 11; thence N.07°-56'-22"W. 14.96 feet to the Point of Beginning containing 8,715.86 square feet/0.20 acres, more or less, with assumed bearings given for description purposes only.

Legal Description - Tract 2

Part of the NE1/4 of Section 12, Township 25 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 11 in the Resurvey of Block 22 in Camp Potawatomi as shown on an unrecorded plat prepared by the Office of the City Engineer, Bloomington, McLean County, Illinois; thence N.05°-05'-35"E. 83.90 feet to the northeast corner of said Lot 11; thence S.32°-06'-11"E. 54.01 feet; thence S.34°-18'-03"W. 50.92 feet; thence S.59°-35'-26"W. 22.85 feet to a point on the east line of said Camp Potawatomi lying 20.00 feet south of the south line of said Lot 11; thence N.37°-45'-34"E. 20.01 feet to the Point of Beginning containing 1,672.70 square feet/0.038 acres, more or less, with assumed bearings given for description purposes only.

Surveyor's Certificate

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of a survey made under my direction for Anne Matter. This professional service conforms to the current Illinois minimum standards for a boundary survey.

02/15/2021
Date

Bradley K. Shaffer
Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expiration Date 11/30/2022



LYB
www.lybinc.com

Rev.	
Dsn.	Bk. 854
App. BKS	Dsn. BKS
Yout ID:	

MATTER TOPOGRAPHIC SURVEY
24889 NIGHTHAWK ROAD
HUDSON, ILLINOIS
PARCEL BOUNDARY SURVEY

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
505 N. Main Street, Bloomington, IL 61701
Ph. (309) 828-2352

Sheet

1

of: 3

2373.01
Job #:



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

SUPPLEMENTAL LEASE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Anne Matter, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for 11 in Block 22 in Camp Potawatomie and enforceable under the terms of said lease.

WHEREAS, in consideration for the City of Bloomington entering into a lease agreement with lessees, lessees agree to perform the actions set forth in this agreement.

Now, therefore, the parties agree as follows:

1. After construction/remodel of new dwelling, Lessees shall be required to install a new septic system that meets all codes and regulations of all government agencies with jurisdiction over the premises, so that said construction/remodel does not impact the new septic system.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

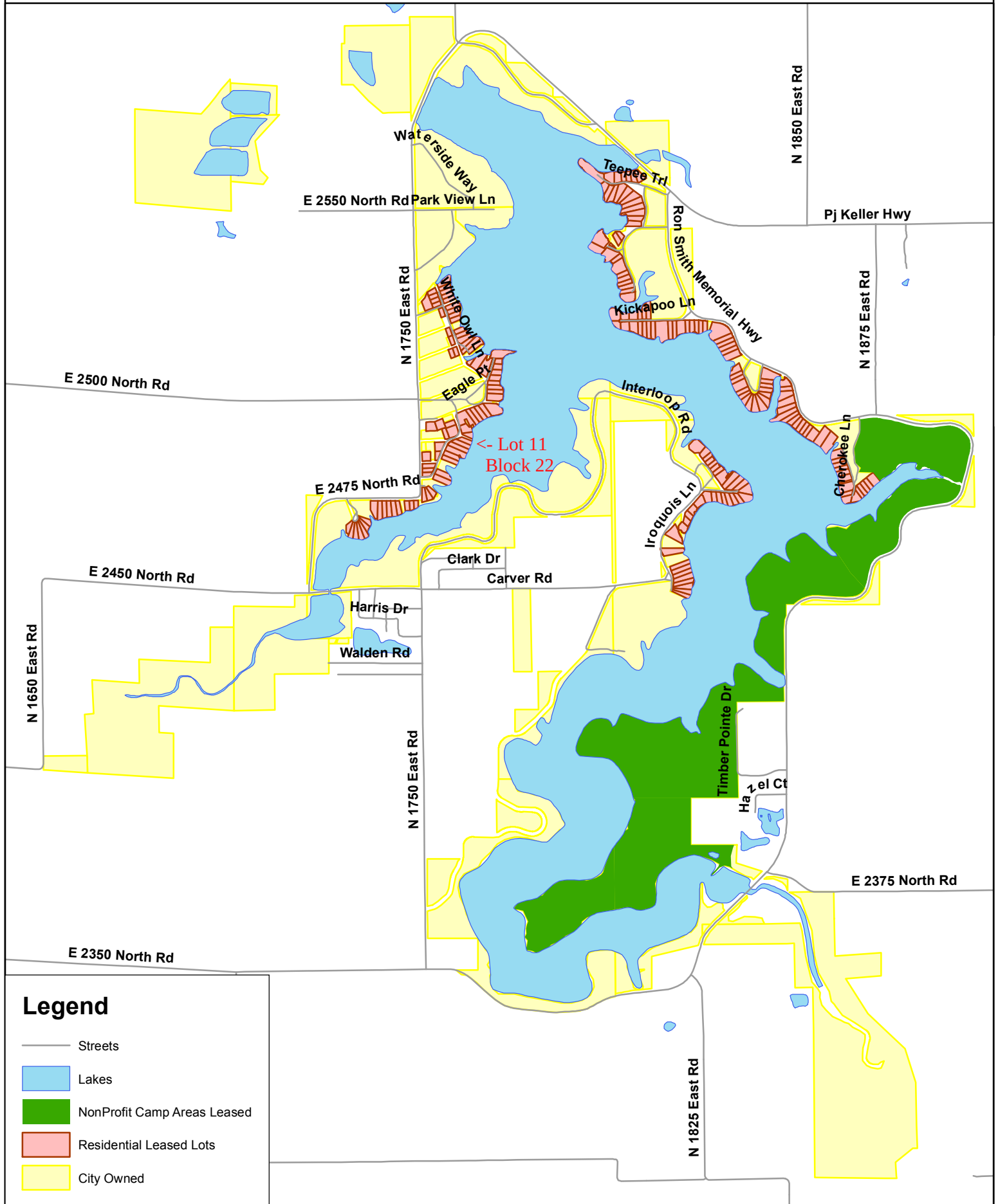
LESSEES:

Anne Matter, Lessee
3/12/2022

Lake Bloomington Lease Map



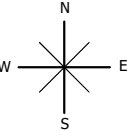
0 1,000 2,000
Feet
Date: 4/23/2021



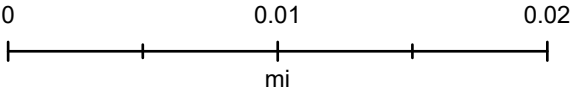
Legend

- Streets
- Lakes
- NonProfit Camp Areas Leased
- Residential Leased Lots
- City Owned

Lot 11, Block 22 Camp Potawatomie Structure Map



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



1 inch = 47 feet







CONSENT AGENDA ITEM NO. 7.0

FOR COUNCIL: March 28, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Petition for Lot 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.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lot Transfer for Lot 2 in Block 13 in Camp Potawatomie, from Jacon Allen to the petitioner, Aaron Hubbard. Lot 2 in Block 13 has a residence, a septic system, and no boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on March 3, 2022, and found the system to be in the following condition, as noted in the March 7, 2022, letter from the McLean County Health Department:

- ❖ The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures.
- ❖ The inlet baffle is missing in the second septic tank. This may remain as is until the septic system is repaired or replaced.
- ❖ The seepage field has been installed up to 4" deeper than allowed by code. This may remain as is until the septic system is repaired or replaced.
- ❖ The seepage field is a minimum of 121 square feet to small. This may remain as is until the septic system is repaired or replaced.
- ❖ An evergreen tree is located near the second sept tank. The location of this tree may cause roots to enter the system resulting in damage to the system.

The basement floor drain has been properly sealed off and no longer discharges to a tile. The McLean County Health Department does not require an inlet baffle in a second tank of a system to allow solids to enter the second tank in case of emergency. Therefore, an inlet baffle on the second tank is not necessary. The depth and size of the septic field are within the permissible system variations allowed by the city and will not materially affect processing of wastes from the residence. The petitioner/tenant has agreed to remove the

evergreen tree noted in the septic system report.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. This new lease uses the 2% of the land only (total assessed value) rate. With this lease rate change, 2% of the land only (total assessed value), this lease will generate approximately \$349.86 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

3/14/2022


Chris Tomerlin, Budget Manager

3/15/2022

George Boyle
George Boyle, Assistant Corporation Counsel

3/23/2022


Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- PW 5B Current Agreement_Allen to Hubbard Lake Lot Transfer
- PW 5C Property Manager Memo_Allen to Hubbard Lake Lot Transfer
- PW 5D Petition_Allen to Hubbard Lake Lot Transfer
- PW 5E Septic Information_Allen to Hubbard Lake Lot Transfer
- PW 5F Agreement_Allen to Hubbard Lake Lot Transfer
- PW 5G Location Map_Allen to Hubbard Lake Lot Transfer
- PW 5H Unrecorded Plat Map_Allen to Hubbard Lake Lot Transfer
- PW 5I Structure Map_Allen to Hubbard Lake Lot Transfer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 25th day of
January, 2022
between the City of Bloomington, a municipal corporation,
of McLean County, Illinois, hereinafter called CITY and
Jacon Allen

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

WITNESSETH

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

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

Lot 2 in Block 13 in Camp Potawatomie according to the
private unrecorded plat of the ground belonging to the City located around Lake Bloomington in
Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
 5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
 6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

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

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

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

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

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

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

City

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

Lessee Name and Mailing Address

Jacon Allen



Lessee Billing Address

Same As Above

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

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

-Lessor-

CITY OF BLOOMINGTON

By:

Its Mayor

Theresa M. M. M. M.

Attest:

Leslie Smith-Jones

City Clerk



-Lessee-



12-22-2021

MEMORANDUM

March 10, 2022

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 2, Block 13 in Camp Potawatomie Lake Lease Transfer

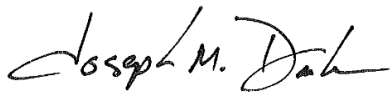
A Petition and Lake Lot Transfer request has been submitted for Lot 2, Block 13 in Camp Potawatomie, from Jacon Allen to the petitioner, Aaron Hubbard.

EAV for this property is \$42,483. This Lake Lease uses the \$0.40 per \$100 of EAV to determine the lease rate. The total assessed value of the land only is \$17,493.00

This petition will have a financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. This new lease uses the 2% of the land only (total assessed value) rate. With this lease rate change, 2% of the land only (total assessed value), this lease will generate approximately \$349.86 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Sincerely,



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



Lake Bloomington Lease Transfer Petition

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

LOT: 2 BLOCK 13 of Camp Potawatomie

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

From: (please print) Jacon Allen (Seller Name)

To: (please print) Aaron Hubbard (Buyer Name)

Signatures of Sellers

Signatures of Sellers

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

Now comes (please print) Aaron Hubbard (Buyer) and

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

Jacon Allen (Seller) In and to the Lease made on the

(Date) 1/25/2022 upon the above property, all located in McLean County, Illinois, together with all the

improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said

(Seller) Jacon Allen has executed deed of transfer of their interest in

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

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

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

Respectfully submitted

Signature of Buyer

Signature of Buyer



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 2 BLOCK 13 CAMP Potawatomie,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Jacon Allen, in and to the premises known as LOT 2 BLOCK 13 in Camp Potawatomie, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____, _____.

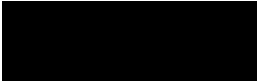
, Mayor



OFFICE COPY

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

March 7, 2022

Mr. Jacom Allen


Re: Septic Permit #76-7480
Parcel #07-01-452-002
Lot 166, Lake Bloomington – Potowatomie Subdivision

Dear Mr. Allen:

On March 4, 2022, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on March 3, 2022 and the following deficiencies were noted:

- The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures.
- The inlet baffle is missing in the second septic tank. This may remain as is until the septic system is repaired or replaced.
- The seepage field has been installed up to 4" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- The seepage field is a minimum of 121 square feet too small. This may remain as is until the septic system is repaired or replaced.
- An evergreen tree is located near the second septic tank. The location of this tree may cause roots to enter the system resulting in damage to the system.

In summary, the septic system was installed in 1976 and is now approximately 46 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>.

Mr. Jacom Allen
March 7, 2022
Page 2

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

Respectfully,

A handwritten signature in cursive script, appearing to read "Thomas J. Anderson".

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager

TJA:AC:du

AC-0601-22-021

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: Jacom Allen

Address: _____

Phone #: Day _____ Home _____ - -

2. Requestor Information:

Name: same

Address: _____

Phone #: Day _____ Home _____ - -

3. Property Information:

Parcel Number (Tax ID): () 07-01-452-002

Date Evaluation Performed: 03-03-22

Address of property evaluated: _____ Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 76-7480

4. Interview Information:

Person interviewed: Kevin Robards

Original owner: Yes ☐ No ☒

Age of home (years): 45

Intended for seasonal use: Yes ☐ No ☒

Date last occupied: vacant 2 years

Number of occupants: 1

Has tank ever been pumped: Yes ☒ No ☐

If yes, how often: ?

5. Interior Evaluation:

Number of bedrooms: 2

Garbage disposal: Yes ☐ No ☒

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

Water softener discharges to: na

Clothes washer discharges to: septic

Dishwasher discharges to: na

Hot tub discharges to: na

Basement plumbing fixtures:

Discharge locations:

a. na

a. _____

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: tile

Garage floor drains discharge to: na

Sump pit/pump discharges to: na

Downspouts discharge to: surface

6. Exterior Evaluation Points:

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: 10 inches			Depth of soil to top of tank: 16 inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☒	☐
Size: 550 gallons Type:			Size: 600 gallons Type:		
Meets current code:	☒	☐	Meets current code:	☒	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☒	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☒
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☒
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☒	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☒
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☒
Water level below outlet:	☐	☒	Water level below outlet:	☐	☒
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☒
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☒
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☒			Yes ☐ No ☐ N/A ☒		

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

Depth to top of field: 15 inches to 28 inches

Square feet of field: 279 square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in trench : 0 inches

Yes	No
☐	☒
☐	☒
☐	☒
☐	☒
☐	☒

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

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

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in bed : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☒

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

Square feet of sand filter: _____ square feet

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

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

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

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

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

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

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

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

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

The septic was functioning normally at the time of inspection. The septic tanks do not need pumped at this time. The inlet baffle on first tank and the lid on the second tank have been replaced. The septic field is undersized by today's health department standards. The house was vacant at the time of inspection and could evaluate differently under normal usage. The septic system is 45 years old, the average life span of a septic is 25 years. I would suggest removing the evergreen tree near the second septic tank, it could cause root problems in the future.

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

Rob Williamson

Inspector's Name (print)

Signature

03-03-22

Date

LAKE BLOOMINGTON LEASE AGREEMENT

THIS LEASE is entered into on the ____ day of _____, 2022 between the City of Bloomington, a municipal corporation of McLean County, Illinois, hereinafter called "City" or "Lessor" and **AARON HUBBARD** (as joint tenants) (as tenants in common) (as tenants by the entirety), of **MCLEAN** County in the State of **ILLINOIS**, hereinafter called "Lessee,"

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

1. DESCRIPTION OF LEASED PREMISES. The City hereby leases to the Lessee that part of the City's marginal land described as: Lot **2** in Block **13** in Camp **POTAWATOMIE**, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois with PIN **07-01-452-002** and commonly known as **25172 WHITE OWL LANE** ("Leased Premises") as shown by a copy of the plat attached hereto as **Exhibit A**; together which means of access thereto over other land of the City, along such route as the City may from time to time provide. The City reserves the right to renumber and redesignate said Leased Premises including said tract and included lot, and the Lessee will, upon request of the City, produce and exhibit this Lease and permit endorsing or stamping of such new number and designation hereon.

2. TERM. The term of this Lease is **99 YEARS**, unless sooner terminated as hereinafter provided.

3. RENT. Lessee agrees to pay rent for the Leased Premises to the City of Bloomington which shall be paid to the City per the terms outlined in the annual Lake Lot Lease Invoice. Rent shall be paid annually or in installments approved in writing by City. Rent shall be calculated under the following rent formula: **2% of THE LAND ONLY TAV (TOTAL ASSESSED VALUE)** as determined by the Assessor of the Township where the Leased Premises is located. Said rent shall be subject to recalculation every 10 years, based on the then-existing formula used to calculate the rent of new leases at that time. City is further permitted to reopen or renegotiate the base annual rent at the end of this Lease term. Failure to pay rent within 30 days of the bill due date listed on the Lake Lot Lease Invoice shall be considered a default as defined in Section 22.

4. LESSEE'S DWELLING. Lessee may construct, maintain, use, and occupy a single-family home and its appurtenances on the Leased Premises. No more than one home shall be on the Leased Premises at any one time. Prior to commencement of construction or modification of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises. Lessee shall submit all applicable applications and plans for said construction and/or modification including details of all appurtenances, plumbing, sewage disposal, electrical and mechanical systems, and any other requirements set forth by City and/or governmental bodies having jurisdiction, prior to the start of any construction or modification project and shall not begin said project(s) until full approval in writing with all required permits have been received. Any improvements built or modified without such written approval and/or permit(s) shall be removed or altered upon the written requests of the City, and at the expense of the Lessee. Upon Lessee's failure to comply, the City may cause the same to be removed or altered, and the amount of the expense incurred shall be paid by Lessee to City on demand. Such home and appurtenances shall be and remain property of the Lessee, with the right to remove the same. After performance of any other obligations herein on this part, Lessee shall leave the ground in as good condition as the same was prior to such construction or modification. The ordinances of the City shall be in full force and effect in the same manner as if the Leased Premises were located

within the boundaries of the City of Bloomington. City shall not unreasonably restrict Lessee from making improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean.

5. UTILITIES. The Lessee is exclusively responsible for payment of water, electricity, garbage removal, and any other services availed of by the Lessee. For purposes of this Section the following shall apply:

A. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the Leased Premises. Lessee agrees at all times to use the Leased Premises in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the Leased Premises, the City shall have the right to require Lessee to connect (i.e., install a properly permitted private sewer service line) to said public sanitary sewer, including all sewage systems, water closets, sinks, drains, etc. Said connections shall be done in a manner approved by the City within the specified allotted time after notice is given including properly abandoning all septic systems at Lessee's sole cost. In addition, Lessee shall pay to the City the Lessee's proportional cost of the sanitary sewer improvements.

Permitted septic systems associated to the Leased Premises, but located off the Leased Premises at the time of the execution of this Lease, may remain off the Leased Premises until the septic system is repaired or replaced at which time the septic system shall be installed entirely upon the Leased Premises.

Further, Lessee shall: **(1)** Have all septic tank(s) associated with the Leased Premises pumped once every three years with the record of pumping being submitted to the City of Bloomington Public Works Department; **and (2)** Have all septic systems inspected by a McLean County Health Department approved septic evaluator once every three years with such records submitted to the City of Bloomington Public Works Department. Within six months of the inspection Lessee shall be required to correct any and all deficiencies found at the time of the evaluation to ensure said systems meet the standards of all sanitary laws and regulations of any governmental body having jurisdiction over the Leased Premises.

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

C. REFUSE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent and paid by Lessee. However, so long as no residence is located on the Leased Premises and no garbage is collected, no fee for garbage collection shall be owed. Lessee shall maintain sole responsibility of requesting to start or stop garbage collection services. Failure to pay the garbage fee within 30 days of the bill due date listed on the Lake Lot Lease Invoice shall be considered a default as defined in Section 22.

6. LAND AND LAKE USE, ACCESS, AND MAINTENANCE.

A. RIGHT OF ENTRY. City shall have the right to go upon the Leased Premises at any and all times for the purpose of inspecting the same, to gain access to other land, to plant and care for trees and other vegetation, to improve and protect the shoreline, and/or for any other reasonably necessary work as determined exclusively by City. City shall have the right to construct or cause to be constructed and to

maintain and operate sewer, water and gas pipes, electric and telephone lines and/or pipes and lines for other services and their appurtenances on the Leased Premises. City retains all rights and ownership of the Marginal Land and Reservoir, upon which structures may be located. In the event the City requires access to perform maintenance of City owned property, removal of structures located on said property may be required and shall be done at City's sole discretion and at no cost to the City. Removal cost shall be paid by the Lessee. City shall not be responsible for replacing and/or reimbursing costs of any required removals.

B. GENERAL PUBLIC. Lessee may exclude the general public from the Leased Premises.

C. LAKE. Lessee and those persons lawfully occupying the Leased Premises shall have the right to use Lake Bloomington for boating, fishing, and other recreational uses, but shall be subject to the ordinances, rules, and regulations of the City. City grants Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the nearest boundary of the Leased Premises.

D. GENERAL MAINTENANCE. Lessee shall keep and maintain the Leased Premises, including the lot, improvements, structures, and personal items in good repair and a sanitary and neat condition, free from noxious weeds and debris. Any improvement, structure, or personal item remaining on non-leased City owned property shall be removed at Lessee's expense no later than 30 days from the execution of this Lease. If said removals do not timely occur, City may remove said structures and/or personal items at an expense to be reimbursed by Lessee to City. City shall not be responsible for replacing and/or reimbursing costs of any required removals. Failure to abide by the above stated shall be a default as defined in Section 22.

E. SANTITARY CONDITIONS. Lessee shall install, use, and maintain in sanitary condition such septic systems, toilet(s), sewage, garbage, ash, and refuse facilities for the storage, treatment, or disposal of solid or liquid waste as required by the City, the State Department of Public Health, or other public authority having in its charge sanitation and public health.

F. TREE CUTTING. No trees on the Leased Premises shall be removed without prior written permission of the City except that Lessee may remove dead limbs and trim trees for safety, plant health, or aesthetic reasons. All tree removal requests shall be made to the City on the form made available by the City. City shall have the exclusive right to determine whether a tree is dead, whether removal is necessary, and what value is placed on each tree should removal of a live tree be desired by Lessee. City shall be reasonable and timely in its evaluation and assessment. Lessee shall be responsible for payment of the assessed value and all costs associated with any and all tree removals on the Leased Premises no later than 30 days after written notification by City. If the Lessee does not adhere to the above stated policy, Lessee shall be in default as defined in Section 22 and shall also pay the City's determined appraised value in full.

G. VEGETATION. Lessee shall care for and protect from damage all shade and ornamental trees, shrubbery, plants, and sod, and shall not remove, trim, or permit the removal or trimming of any tree except for in accordance with the above stated Section 6F, nor shall Lessee permit any of the Leased Premises to be denuded of vegetation or be cultivated in such manner as to cause or permit soil erosion.

7. WATER DAMAGE. The City shall not be liable for damage caused to any improvement or other property of the Lessee as a result of flooding.

8. PREFERENCE IN NEW LEASE. At the expiration of this Lease, the Lessee, if not in default, shall be preferred over all others for a new lease of the Leased Premises subject to then-existing ordinances and regulations.

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

10. LIENS. The Lessee shall not subject the City's interest in the Leased Premises to a lien of any kind, including but not limited to mechanics' or materialmen's liens. If such lien is claimed or filed, the Lessee shall cause the Leased Premises to be released from the claim within 30 days of receiving notice thereof.

11. TAXES AND ASSESSMENTS. The Lessee is responsible for all taxes and assessments levied on any part of the Leased Premises and any improvements thereon. The Lessee shall pay all taxes and assessments before they become delinquent.

12. SPECIAL ASSESSMENTS FOR LOCAL IMPROVEMENTS. Whenever the Leased Premises will be specially benefited by the construction of any local improvement or improvements and the Lessees of the majority of lots to be specially benefited thereby petition therefore or consent thereto in writing, the City may cause the improvement to be made. The Lessee will pay to the City the Lessee's proportional cost of the improvements.

13. SUBLETTING. Lessee may sublet the Leased Premises for not less than one week and not more than one year at a time after first obtaining the written consent of the City. During the period of subletting, Lessee is fully and exclusively responsible for all obligations under this Lease. City will not restrict a sublease provided that Lessee is not in default and the sublease will be conducted in accordance with all applicable City ordinances, rules, and regulations. Lessee understands that City has a Rental Registration Program and that the Program may become applicable to the Leased Premises should Lessee decide to sublet, at which point Lessee agrees to enroll and fully comply with said Program.

14. ASSIGNMENT. Other than as set forth in Section 13, Lessee shall not have the right to sell, assign, mortgage, or transfer this Lease without the written consent of the City. However, City shall not withhold its consent to a sale, assignment, mortgage, or transfer if Lessee is not in default as defined in Section 22 and the sale, assignment, mortgage, or transfer is made in accordance with City ordinances, rules, and regulations.

If the improvements upon the Leased Premises are permissibly sold, assigned, or transferred, City will promptly begin evaluation of the Leased Premises for compliance with all applicable laws, ordinances, rules, and regulations in an effort to issue a new lease. Upon verification City will enter into a new lease. Thereupon, this Lease will automatically terminate, and the Lessee will be freed of any obligations hereunder.

15. EMINENT DOMAIN. If the Leased Premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows: That portion of the award for the taking and/or damaging the City's remainder interest

in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the Leased Premises or the improvements located thereon shall be paid to Lessee.

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

17. POWER TO MORTGAGE. For the purpose of enabling Lessee to secure financing in the form of a mortgage on the improvements of the Leased Premises, City and Lessee agree, so long (but only so long) as Mortgagee, its successors, and assigns shall have an interest in said improvements, City shall notify Mortgagee per Section 18 of any default by Lessee. After Mortgagee has been provided notice, Mortgagee shall have the same time period as Lessee to cure any default under this Lease. City shall accept such performance by Mortgagee as if it had been done by Lessee.

18. NOTICE. All notices referred to herein shall be sufficient if delivered by: (1) personal delivery; (2) email with confirmation; or (3) certified mail, return receipt requested to the respective parties at the addresses set forth herein, or such other addresses as they shall from time to time furnish to each other by written notice.

If to Lessee:

Aaron Hubbard

[REDACTED]

(Email Required)

If to Mortgagee:

Prairie State Bank

1101 Trinity Lane

Bloomington, IL 61704

(Email Required)

If to City:

City of Bloomington

Attn: City Manager

115 E. Washington St.

Bloomington, IL 61701

cityclerk@cityblm.org

If to City, copy to:

City of Bloomington

Attn: Corporation Counsel

115 E. Washington St.

Bloomington, IL 61701

legal@cityblm.org

19. LEGAL COMPLIANCE. Lessee shall comply with all rules, regulations, ordinances, and laws relating to the Leased Premises, the lake, and surrounding lands, and will not permit any violation thereof by any family members, guests, or any other persons permitted access the Leased Premises.

20. RULES & REGULATIONS. Lessee and those occupying the Leased Premises are subject to such reasonable rules and regulations as may be adopted by City from time to time after reasonable notice of the proposed rules and regulations to Lessee.

21. GOVERNING LAW. This Lease is governed by and will be interpreted under the laws of the State of Illinois. Any disputes shall be heard in the courts of McLean County, State of Illinois.

22. DEFAULT. In the event Lessee fails to timely pay rent or other fees and charges, or otherwise violates any of the terms and conditions of this Lease, and such failure or violation is not cured or remedied within 30 days following service by the City upon the Lessee of written notice specifying such failure or violation, Lessee shall be in default of this Lease.

In the event of default, City shall be entitled to one or more of the following remedies: **(1)** to terminate this Lease and seek an order from a court of competent jurisdiction allowing it to retake possession of the Leased Premises; **(2)** to seek a judgement for any sums due City for rent, fees, late charges, or penalties; **(3)** to seek a judgement for the reasonable cost of any repairs to remedy damage to the Leased Premises; **(4)** to sue for injunctive relief directing Lessee to perform as required under this Lease; **or (5)** to seek a judgement for City's reasonable costs incurred to obtain remedies.

If Lessee defaults in the payment of rent or other monetary charges due hereunder, and fails to remedy such default within 30 days, Lessee shall be responsible for paying late fees as defined on the Lake Lot Lease Invoice in compliance with all applicable laws.

At the sole discretion of the City, Lessee may be given, by written extension, additional time to cure a default, and such extension shall not be deemed a waiver of the City's right to terminate this Lease based upon such default and seek remedies as provided herein.

23. INSURANCE. Lessee shall maintain and carry insurance in Lessee's own name on any improvements on or placed by him on the Leased Premises. Lessee shall cause such insurance to be written in favor of himself and the City jointly. In such case that the insurance shall be used for its purpose, the Lessee may receive all recoverable insurance moneys subject only to the prior right of the City to receive payment of any sums then due and owing to it from the Lessee. All certificates of insurance shall be provided to the City and City shall be named as additional insured under the policy(ies). City shall be immediately notified in the event any changes to the policy(ies) are made. If the Lessee maintain and carry such insurance and/or abide by the above state policy, Lessee shall be in default as defined in Section 22 and shall also pay the City's any monies owed under what would have been determined to be an insurance claim had Lessee been appropriately covered.

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

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

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

LESSEE



Aaron Hubbard

CITY OF BLOOMINGTON

Its Mayor

Attested by:

(If second signer, Lessee Name Typed)

Its City Clerk

Exhibit A

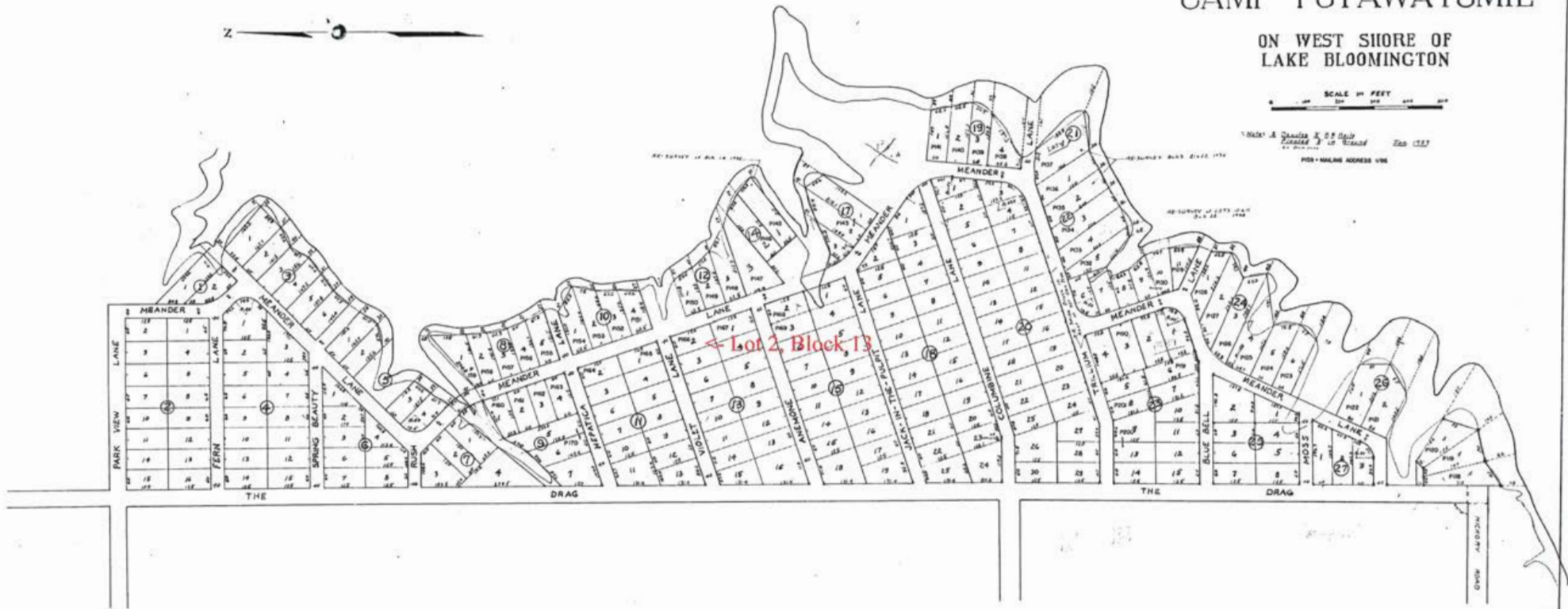
CAMP POTAWATOMIE

ON WEST SHORE OF
LAKE BLOOMINGTON



SCALE IN FEET
0 100 200 300 400 500

TRAVERSED & CHANGED E. OF CAMP
LAKEVIEW & W. OF LAKEVIEW
1st BLOCK
P.O. BOX 1000 ADDRESS 1000



ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

LB-12
11-12

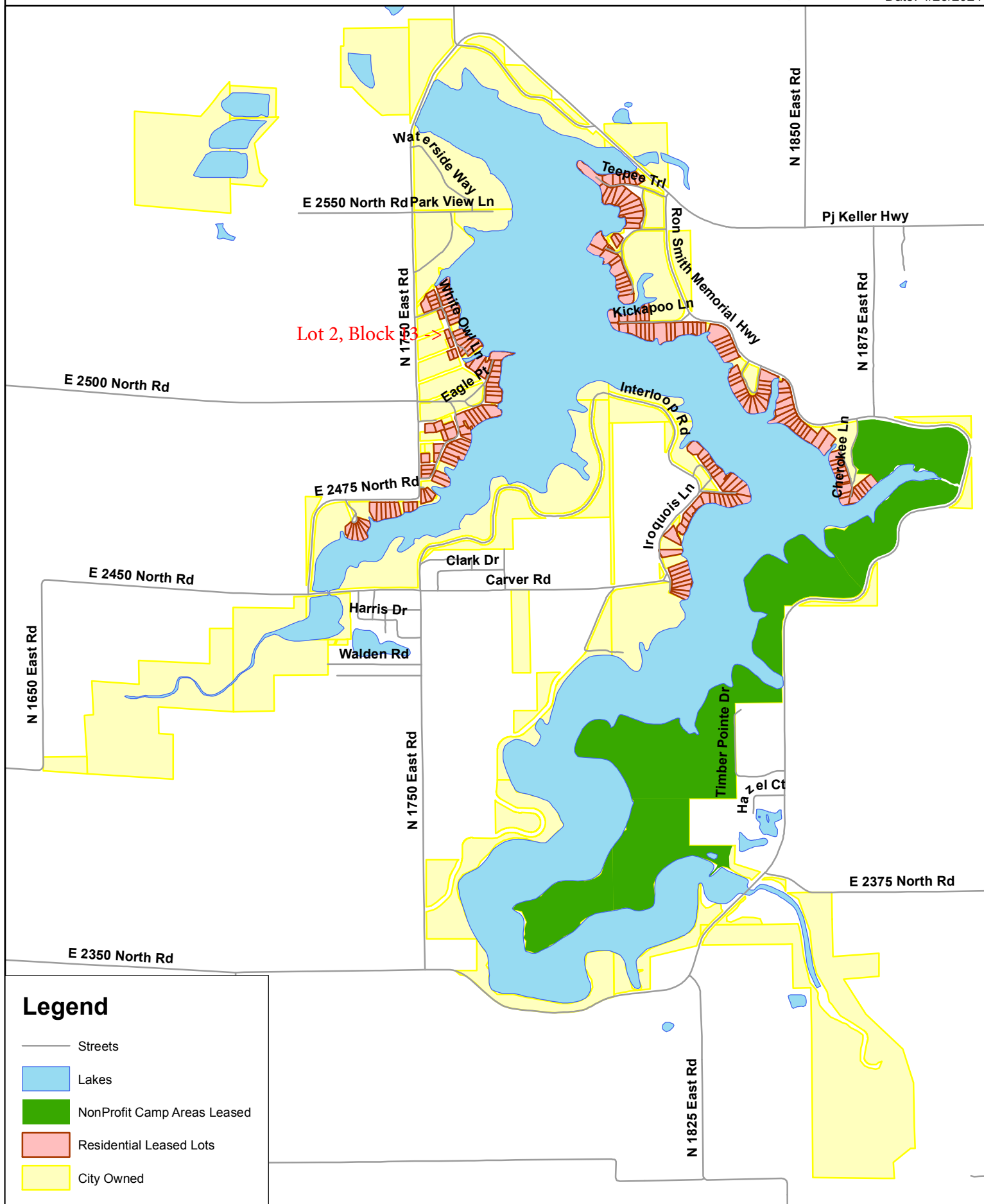
Lake Bloomington Lease Map



0 1,000 2,000

Feet

Date: 4/23/2021

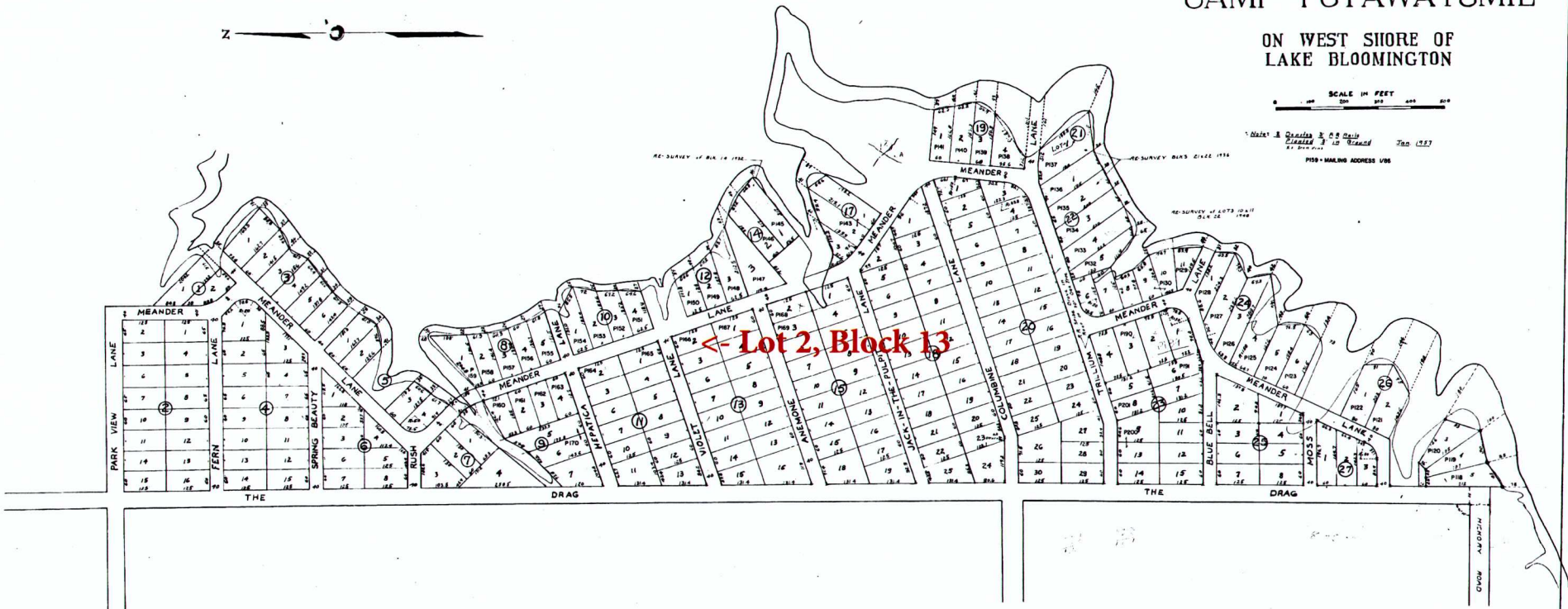


CAMP POTAWATOMIE

ON WEST SHORE OF
LAKE BLOOMINGTON

SCALE 1" = 100 FEET

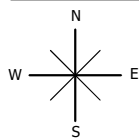
Date: 3 October 1988
Drawn: J. L. Smith
By: J. L. Smith
P108 - MAILING ADDRESS 1/88



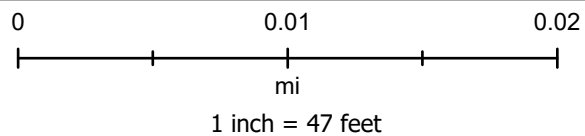
ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

LB-12
LB-12

Lot 2, Block 13 Camp Potawatomie Structure Map



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



PUBLIC HEARING



PUBLIC HEARING ITEM NO. 8.A

FOR COUNCIL: March 28, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

None; presentation and public hearing only.

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 budget is a financial plan which stipulates the approach the City will undertake to achieve the strategic plan in accordance with the aspirations of Council. The City Code requires adoption of an annual Appropriation Ordinance. The FY 2023 Proposed Budget was presented to Council on March 14, 2022. The General Fund and Other Funds FY 2023 Proposed Budget books are available for examination at the Bloomington Public Library, 205 E. Olive Street, at the City of Bloomington Hub, Suite #103, 115 E. Washington St., and on the City's website at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2023 Proposed Budget for all City funds is \$269,101,886. The Proposed Budget for FY 2023 is balanced for all funds. Any fund with expenditures exceeding revenue will be offset by a planned use of fund balance or net assets. Any fund with proposed revenues exceeding expenditures will show a contribution to fund balance.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomerlin, Budget Manager

3/16/2022



Jeffrey R. Jurgens, Corporation Counsel

3/21/2022



Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- FIN 1B FY2023 Budget Fund Balance Summary
- FIN 1C FY2023 Budget Hearing Notice

CITY OF BLOOMINGTON, IL
FY 2023
PROPOSED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2021 ^A	FY 2022 Projected Revenues	FY 2022 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2022 A	FY 2023 Adopted Revenues	FY 2023 Adopted Expenditures	Net Changes to Fund Balance ^B	Projected Fund Balance Ending 4/30/2023 ^A	Projected Fund Balance Percent	Projected Fund Balance Percent Change 22-23
General Fund	\$ 27,684,356	\$ 127,001,639	\$ 120,216,236	\$ 34,469,760	\$ 122,311,750	\$ 122,311,750	\$ (1,803,196)	\$ 32,666,564	26.71%	-5.23%
General Fund Total:	\$ 27,684,356	\$ 127,001,639	\$ 120,216,236	\$ 34,469,760	\$ 122,311,750	\$ 122,311,750	\$ (1,803,196)	\$ 32,666,564	26.71%	-5.23%
Special Revenue:										
Motor Fuel Tax	\$ 16,256,996	\$ 5,387,243	\$ 1,130,000	\$ 20,514,239	\$ 25,205,000	\$ 25,205,000	\$ (19,373,764)	\$ 1,140,474	4.52%	-94.44%
Board of Elections	\$ 842,994	\$ 581,681	\$ 461,535	\$ 963,140	\$ 1,248,012	\$ 1,248,012	\$ (680,949)	\$ 282,191	22.61%	-70.70%
Drug Enforcement	\$ 1,073,452	\$ 140,500	\$ 248,250	\$ 965,702	\$ 248,250	\$ 248,250	\$ (107,750)	\$ 857,952	345.60%	-11.16%
Community Development	\$ 28,924	\$ 1,767,340	\$ 1,767,340	\$ 28,924	\$ 1,838,271	\$ 1,838,271	\$ -	\$ 28,924	1.57%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	\$ (36,335)	\$ 902,134	\$ 902,134	\$ (36,335)	\$ 902,134	\$ 902,134	\$ -	\$ (36,335)	-4.03%	0.00%
Library	\$ 4,381,725	\$ 25,589,258	\$ 24,170,764	\$ 5,800,219	\$ 8,774,231	\$ 8,774,231	\$ (1,625,000)	\$ 4,175,219	47.59%	-28.02%
Library Fixed Asset	\$ 927,732	\$ 300	\$ 13,245	\$ 914,787	\$ 295,000	\$ 295,000	\$ (264,725)	\$ 650,062	220.36%	-28.94%
Park Dedication	\$ 285,536	\$ 52,670	\$ 11,000	\$ 327,206	\$ 52,779	\$ 52,779	\$ 12,779	\$ 339,985	644.17%	3.91%
Empire St. Corridor TIF	\$ 200,405	\$ 444,650	\$ 255,500	\$ 389,555	\$ 402,664	\$ 402,664	\$ 147,164	\$ 536,718	0.00%	0.00%
Downtown Southwest TIF	\$ (230,718)	\$ 5,086	\$ 2,400	\$ (228,033)	\$ 5,070	\$ 5,070	\$ (225,363)	\$ 0.00%	0.00%	-1.17%
Downtown East Washington TIF	\$ (203,682)	\$ 388	\$ 2,400	\$ (205,694)	\$ 60,000	\$ 60,000	\$ 10,400	\$ (195,294)	0.00%	-5.06%
Special Revenue Total:	\$ 23,527,029	\$ 34,871,249	\$ 28,964,568	\$ 29,433,709	\$ 39,031,411	\$ 39,031,411	\$ (21,879,176)	\$ 7,554,534	19.36%	-74.33%
Debt Service:										
General Bond and Interest	\$ 2,972,137	\$ 2,721,600	\$ 2,856,053	\$ 2,837,684	\$ 3,590,071	\$ 3,590,071	\$ 977,105	\$ 3,814,789	106.26%	34.43%
Arena Bond Redemption	\$ 1,603,258	\$ 1,694,877	\$ 1,608,318	\$ 1,689,818	\$ 1,738,468	\$ 1,738,468	\$ 48,650	\$ 1,738,468	100.00%	2.88%
Multi-Project Bond Redemption	\$ 1,069,053	\$ 1,162,252	\$ 1,074,830	\$ 1,156,475	\$ 1,156,475	\$ 1,156,475	\$ (20,735)	\$ 1,135,740	98.21%	-1.79%
Debt Service Total:	\$ 5,644,448	\$ 5,578,729	\$ 5,539,201	\$ 5,683,977	\$ 6,485,013	\$ 6,485,013	\$ 1,005,020	\$ 6,688,996	103.15%	17.68%
Capital Projects:										
Capital Improvement	\$ 2,127,542	\$ 13,732,000	\$ 14,631,947	\$ 1,227,595	\$ 4,230,366	\$ 4,230,366	\$ (1,194,809)	\$ 32,786	0.78%	-97.33%
Capital Lease	\$ (1,212,952)	\$ 2,117,810	\$ 2,117,810	\$ (1,212,952)	\$ 3,628,844	\$ 3,628,844	\$ -	\$ (1,212,952)	-33.43%	0.00%
Capital Improvement (Asphalt & Concrete)	\$ 1,435,943	\$ 6,859,838	\$ 7,200,000	\$ 1,095,780	\$ 7,000,000	\$ 7,000,000	\$ (87,520)	\$ 1,008,260	14.40%	-7.99%
Capital Project Total:	\$ 2,350,532	\$ 22,709,648	\$ 23,949,757	\$ 1,110,423	\$ 14,859,210	\$ 14,859,210	\$ (1,282,329)	\$ (171,906)	-1.16%	-115.48%
Enterprise:										
Water	\$ 23,601,022	\$ 18,141,770	\$ 25,140,756	\$ 16,602,036	\$ 26,238,252	\$ 26,238,252	\$ (4,960,531)	\$ 11,641,505	44.37%	-29.88%
Sewer	\$ 2,071,554	\$ 9,879,065	\$ 11,868,038	\$ 82,581	\$ 11,561,675	\$ 11,561,675	\$ 1,293,935	\$ 1,376,517	11.91%	1566.87%
Storm Water	\$ 353,724	\$ 6,229,866	\$ 6,036,695	\$ 546,894	\$ 7,839,853	\$ 7,839,853	\$ 1,513,775	\$ 2,060,670	26.28%	276.79%
Solid Waste	\$ 2,533,035	\$ 7,988,300	\$ 8,747,235	\$ 1,774,100	\$ 8,194,055	\$ 8,194,055	\$ 663,841	\$ 2,437,941	29.75%	37.42%
Abraham Lincoln Parking Deck	\$ 52,771	\$ 348,682	\$ 348,682	\$ 52,771	\$ 975,805	\$ 975,805	\$ -	\$ 52,771	5.41%	0.00%
Golf Courses	\$ 308,274	\$ 2,462,285	\$ 2,383,596	\$ 386,963	\$ 2,776,522	\$ 2,776,522	\$ (240,575)	\$ 146,388	5.27%	0.00%
Grossinger Motors Arena	\$ 2,542,791	\$ 2,865,053	\$ 3,792,241	\$ 1,615,603	\$ 7,852,176	\$ 7,852,176	\$ (1,615,350)	\$ 253	0.00%	-99.98%
Enterprise Total:	\$ 31,463,171	\$ 47,915,020	\$ 58,317,243	\$ 21,060,948	\$ 65,438,337	\$ 65,438,337	\$ (3,344,905)	\$ 17,716,044	27.07%	-15.88%
Internal Service Fund:										
Casualty Insurance	\$ 2,907,988	\$ 4,551,003	\$ 4,858,855	\$ 2,600,136	\$ 5,011,346	\$ 5,011,346	\$ 5,626	\$ 2,605,762	52.00%	0.22%
Employee Insurance and Benefits	\$ 2,213,313	\$ 12,263,400	\$ 12,166,950	\$ 2,309,763	\$ 12,978,511	\$ 12,978,511	\$ 104,042	\$ 2,413,805	18.60%	4.50%
Employee Retiree Group Healthcare	\$ 416,323	\$ 1,805,800	\$ 1,818,050	\$ 404,073	\$ 1,985,973	\$ 1,985,973	\$ (10,485)	\$ 393,588	19.82%	-2.59%
Internal Service Fund Total:	\$ 5,537,624	\$ 18,620,203	\$ 18,843,855	\$ 5,313,972	\$ 19,975,829	\$ 19,975,829	\$ 99,182	\$ 5,413,155	27.10%	1.87%
Fiduciary:										
JM Scott Total	\$ 17,268,538	\$ 896,034	\$ 853,200	\$ 17,311,373	\$ 1,000,335	\$ 1,000,335	\$ (104,301)	\$ 17,207,072	1720.13%	-0.60%
Fiduciary Fund Total:	\$ 17,268,538	\$ 896,034	\$ 853,200	\$ 17,311,373	\$ 1,000,335	\$ 1,000,335	\$ (104,301)	\$ 17,207,072	1720.13%	-0.60%
Total:	\$ 113,475,700	\$ 257,592,523	\$ 256,684,060	\$ 114,384,162	\$ 269,101,886	\$ 269,101,886	\$ (27,309,704)	\$ 87,074,458	32.36%	-23.88%

A Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.
B Net use of fund balance column depicts uses or additions to fund balance reserves.

Customer Ad Proof

60072323 City of Bloomington - Legals

Order Nbr 126405

Publication

BLM Pantagraph

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Address 1 109 E. OLIVE STREET (PO BOX 3157)
Address 2
City St Zip BLOOMINGTON IL 61702
Phone 3094342240
Fax 3094342802

PO Number
Rate Open
Order Price 113.76
Amount Paid 0.00
Amount Due 113.76

Section Legals
SubSection
Category 0991 Legal Inside

Start/End Dates 03/15/2022 - 03/15/2022
Insertions 1
Size 36

Ad Key 126405-1
Keywords PHN Annual Budget Hearing 2023

Salesperson(s) Legals Rep
Taken By Alicia Vermilyer

Notes

Ad Proof

PUBLIC NOTICE

A Public Hearing will be held to receive public comments on the City of Bloomington Annual Budget Year ending April 30, 2023 on Monday, March 28, 2022 at 6:00 PM. This meeting will be held both in-person at the Government Center Chambers, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois, and virtually at <https://www.cityblm.org/live>. To provide in-person or remote public comment you must register at <https://www.cityblm.org/register>. Emailed public comment may be sent to publiccomment@cityblm.org. Public comment emails and registrations to speak (in-person or remotely) are required at least 15 minutes prior to the start of the meeting. Copies of the Proposed Annual Budget will be available for examination by March 14, 2022 at the City of Bloomington Hub, Suite #103, 115 E. Washington St., the Bloomington Public Library, 205 E. Olive St., as well as online at <https://www.cityblm.org>. Reasonable accommodations for persons w/ disabilities are available by emailing cityclerk@cityblm.org or by calling 309-434-2240, TTY 309-829-5115.
126405

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: March 28, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5a. Well-planned City with necessary services and infrastructure

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

BACKGROUND: The Annual Report of the Public Safety and Community Relations Board will be presented to Council.

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 Ryus, Deputy City Manager

3/23/2022



Jeffrey R. Jurgens, Corporation Counsel

3/23/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- ADM 2B PSCRB Annual Report 2021



To: Mayor Mboka Mwilambwe
City Council
City Manager

From: Ashley Farmer, Chair
Public Safety and Community Relations Board

Subject: 2021 Public Safety Community and Relations Board Annual Report

Date: March 28, 2022

This Annual Report is intended to provide a brief summary of activities of the Public Safety and Community Relations Board (PSCRB) for 2021 to date.

Highlights

- Review of Monthly and Quarterly Meeting dates
- Presentations to and Feedback from the Community
- Report on Complaint(s) Reviewed
- Action Items

Review of Monthly and Quarterly Meeting dates

The PSCRB established monthly meetings for the first Thursday of each month. Quarterly meetings were scheduled for the first Thursday of each quarter. Meeting places for January through June 2021 were held virtually due to COVID-19. The July meeting was held at City Hall in the Fishbowl; August's meeting was held at the Bloomington Police Department's Osborn Room; September, October, and November meetings were held at Miller Park Pavilion (Note: November's regular meeting was cancelled, a special meeting was called); December's meeting was at the Government Center Community Room. Thus far in 2022, January's meeting was cancelled due to COVID-19; February's meeting was cancelled due to inclement weather. A special meeting was called for February, held in council chambers. The March 2022 meeting was held at Miller Park Pavilion.

Presentations to and Feedback from the Community

Monthly meetings included reports from the Bloomington Police Department on the number of complaints received in the previous month, year to date and pending investigation, as well as a detailed taser report. Future meeting dates, locations and pending discussion items are also discussed.

The Bloomington Police Reported that for 2021, there were 32 total complaints received, compared with 22 complaints in 2020 and 11 complaints in 2019.

Topics at Meetings included:

- Introduction of Board Members
- Training and Recruitment updates for BPD officers
- Taser and Use of Force Reports from BPD
- Review of Board Rules
- Role of the PSCRB
- Weapons awareness demonstration from BPD: Asst. Chief Wamsley showed fake and toy guns that were confiscated to compare how they resemble real weapons.
- Complaint review process
- Traffic stop data (Illinois Department of Transportation) and racial disparities in traffic stops
- Flock system automated license plate readers
- Presentation from School Resource Officers and their role in schools.
- Feedback and questions from the Community are received by the board and actions taken from suggestions.

Report on Complaint(s) Reviewed

The PSCRB received one request for review in 2021 through the City Legal Department.

Case No. 2021-R-01: The board received this request for review in July 2021 through the City Legal Department. Complainant wanted the name of the individual(s) who made the complaint about a car towed. The Police Department is not privy to that information and for the sake of confidentiality would not be able to release it if they knew. The PSCRB is charged with reviewing whether or not police personnel followed procedure. The complainant filed the action against the process and not against any police personnel. The board found that BPD had followed procedure in its complaint review process exonerating the police officers in question and did not recommend any policy or practice revisions.

Action Items:

1. PSCRB and Not In our Town Survey Update: As discussed in the last annual report, the PSCRB and Not In Our Town Bloomington-Normal (NIOT) collaborated to release an online public survey in March 2021 on citizen's attitudes toward the Bloomington Police Department. After reviewing the data, it was determined the responses on the survey were unreliable and lacked validity, and for this reason would not be used to make any assessments. The qualitative data gleaned from the open-ended responses yielded good information and did provide general feedback for broader consideration but was not used in any capacity as a result of the reliability and validity issues. Most comments were generally positive.

2. PSCRB Email Contact: As requested by some members of the public, the PSCRB now has a contact email address: pscrb@cityblm.org. Emails to this contact will be received by all board members, and it is the responsibility of the current Chair to monitor and respond to the emails.

3. Bi-annual review of complaints filed by PSCRB: As part of the ongoing community outreach and education efforts by the board, Bloomington Police Department will provide for the PSCRB a compilation of all complaints filed to date twice a year, excluding those complaints set for or awaiting adjudication or those that may be appealed to the PSCRB.

4. Brochure updates: The PSCRB brochure was updated to reflect the day/time of meetings, and to add an informational line for those requesting review to briefly explain the reason. This will help the board to better address questions and concerns from the complainant.

5. Youth Board Members Update: Recruitment efforts continue for applications from potential youth board members, as these appointments have not yet been fulfilled. The board would also like to request that if anyone knows of someone to may be interested, to encourage them to apply and reach out to the PSCRB Chair with questions.

6. IDOT data and Racial Disparities in Traffic Stops: Data compiled by the Illinois Department of Transportation in 2020 concluded that the Bloomington Police Department stopped Black drivers seven times more compared to white drivers. Discussions surrounding the issue of racial disparities in traffic stops included what the data does/does not include (time of day, frequency of pretextual stops, etc.), and discussions about actions to reduce disparities, including the Selective Traffic Enforcement Program (STEP). Chief Simington discussed current actions to reduce disparities, including regularly tracking stop data to adjust accordingly. The traffic stop data will be reported monthly by BPD at PSCRB meetings.

7. Flock System Automated License Plate Readers: In February 2022, a special meeting was called for the PSCRB to hear from the public and discuss BPD's acquisition of 10 automated license plate readers (ALPRs). Chief Simington was present to give a presentation, and the board had the opportunity to ask questions. As a result, the PSCRB sent a motion to City Council that was approved by all members present that the police department's policy should be updated to include how information will be shared externally for auditing for better public accountability and transparency; noted there were concerns from the community; suggested more discussions and open forums if and when this contract is up for extension or renewal; and noted that the PSCRB approved of the cameras as a crime solving tool, not for crime reduction.

Thank you,

Ashley Farmer
PSCRB Chair



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: March 28, 2022

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION:

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

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The O'Neil Park and Pool Improvement Project began as a feasibility study in 2017 and now through extensive community outreach, culminated in an architectural design with renderings. Three (3) bids for the project were received to build a new zero-depth entry pool with slide, lazy river, lap pool, splash pad, bathhouse with concessions, new parking lot, skatepark, and needed rejuvenation to a well-known West Bloomington regional park. The original O'Neil pool was removed during COVID as our Parks division was struggling with maintaining an over 45-year-old aluminum pool with a 25-year life expectancy.

This rejuvenation of O'Neil Park and Pool will enhance and stimulate the West Bloomington economy, provide safe recreational options for all residents to enjoy, create future job opportunities for lifeguards as employees, and increase swim lessons, which teach an important life-safety skill for all ages.

Below are the total base bid and alternates submission prices from the three bidders including one local firm, P.J. Hoerr, who was the lowest, responsive bidder.

P.J. Hoerr: \$13,870,320

Williams Brothers Construction: \$14,730,200

Leander Construction: \$15,178,925

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City of Bloomington residents, McLean County residents, members of the neighborhoods surrounding O'Neil Park, the West Side Revitalization Project, Illinois Wesleyan University.

FINANCIAL IMPACT: This project was included in the FY2022 Capital Improvement Fund budget for \$11.7M. If approved, the FY2022 budget will be amended as outlined in the attached exhibit. Stakeholders can locate information on this project in the FY2022 Budget Book titled "Other Funds & Capital Improvement" on pages 75, 213, 227 and 235. Project funding will be provided by \$5.8M in pending bond proceeds with the remainder being paid from General Fund reserves (savings). Annual debt service needs for the bond will be sourced from existing General Fund revenues.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

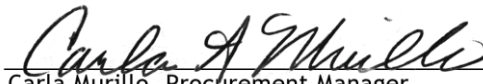
Prepared by: Derri Kerrick, Parks Project Manager

Reviewed by:

Eric Veal

Eric Veal, Director of Parks, Recreation & Cultural Arts

3/20/2022



Carla Murillo, Procurement Manager

3/22/2022



Scott Rathbun, Finance Director

3/22/2022



Jeffrey R. Jurgens, Corporation Counsel

3/23/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- PRCA 1B Bid #2022-10 Tabulation O'Neil Park & Pool Improvements Project
- PRCA 1C Contract_O'Neil Park & Pool Improvements CM 3842
- PRCA 1D Ordinance_O'Neil Park & Pool Improvements CM 3842
- PRCA 1E ORDINANCE O'Neil Pool Project
- PRCA 1F EXHIBIT O'Neil Pool Project

Project: City of Bloomington - O'Neil Park & Pool Improvements 2020-037

Bid Date: 24 February, 2022

Bid Time: 10:00AM



© 2022 Williams Architects

[illegible]

**CITY OF BLOOMINGTON
CONTRACT WITH**

P.J. Hoerr Inc.
FOR

O'Neil Park & Pool Improvements Construction

THIS AGREEMENT, dated this ____ day of March, 2022, is between the City of Bloomington (hereinafter "CITY") and P.J. Hoerr 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. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2022-10 O'Neil Park & Pool Improvement Project (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. 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: Construction and all related work included in the base bid of \$11,872,320 and 10 alternates for \$1,998,000.

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 \$13,870,320 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

P.J. Hoerr Inc.

By: 
Its Vice President

By: 
Its Project Manager

ORDINANCE NO. 2022 - ____

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

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 P.J. Hoerr Inc. (CONTRACTOR) be approved for the O'Neil Park & Pool Improvement Project (PROJECT) in the amount of \$13,870,320; and

WHEREAS, PROJECT consists of work improving the O'Neil park and pool to provide for a well-design and maintained amenity for all of the residents and visitors to enjoy and improve the quality of life in the City; 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 contract is approved and 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 utilizing the contingency amount set forth in the contract and within the contract amount, 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 28th day of March 2022.

APPROVED this ____ day of March 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

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, 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; and

WHEREAS, the City Council finds in the best interest of the City to approve the Budget Amendment.

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 state in full.

Section 2. 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 FY 2022 Budget Amendment-Exhibit and in the appropriate place in said Ordinances.

Section 3. 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 4. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 28h day of March 2022.

APPROVED this ____ day of March 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	Use of Fund Balance	\$ (8,212,414.50)	
10019180-89410	General	To Capital Improvement Fund	\$ 8,212,414.50	
40100100-85100	Capital Improvement	From General Fund	\$ (8,212,414.50)	
40100100-72570-49000	Capital Improvement	Park Construction	\$ 2,612,414.50	
40100100-72140-49000	Capital Improvement	Architectural & Engineering Services for Capital	\$ (300,000.00)	
40100100-57510-49000	Capital Improvement	Bond Proceeds	\$ (5,800,000.00)	
40100100-57515	Capital Improvement	Loan Proceeds	\$ 11,700,000.00	
Net Transaction:			\$ -	



REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: March 28, 2022

SPONSOR: Bloomington Public Library and Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

BACKGROUND: The existing Library building was built in 1976, designed for a population of 41,000. While the population has increased 87%, the space has only increased by 25% (with a small addition and renovation in 2006). The community usage and demand has outgrown the facility. Since 2000, the Library has invested time and money in a variety of planning projects to address the community need for a library expansion. The Library Board and staff have focused on cost effective designs that also create an inviting, engaging, future-friendly library that meets the community's needs.

The Bloomington Public Library Board of Trustees authorized the Library Director to enter into a contract in the amount of \$21,170,000 with the lowest bidder, Felmley-Dickerson Co., for the Library Expansion and Renovation, on March 15, 2022. Additional services for this project that will occur in fiscal year 2022 include approximately \$50,000 in closing costs for the bond, \$25,463 for relocating the transformer, \$20,397 for several environmental services, and \$978 for miscellaneous expansion related expenses. As the project was only tentative at the time of approving the FY2022 budget, no funds were designated. Therefore, this budget amendment is being submitted.

Consistent with standard City practice, the construction for the entire library expansion and renovation project will be reflected in the fiscal year in which the contract is signed but actual payments will take place over the life of the project. In this case, the architectural service expenses will be reflected in fiscal year 2022 but actual payments are anticipated to take place when the services are rendered, from 2022-2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: While this project was not reflected in the original FY 2022 Library Maintenance and Operating Budget, the Library has raised and set aside funds for capital expenses in anticipation of a Library expansion and renovation. The Budget Amendment reflects use of existing funds in the Library Capital Fund Balance, Capital Campaign donations that have already been received, funds from a \$5.6 million grant, and the proceeds from a \$14.2 million bond. A budget amendment is requested for a total increase of \$21,266,838 in Library Maintenance and Operating Revenue Accounts and for a total increase of \$21,266,838 in Library Maintenance and Operating Expense Accounts.

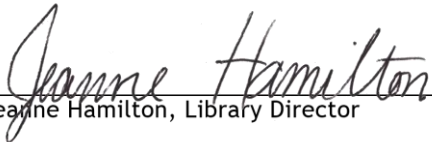
See the attached exhibit for the Library Maintenance and Operating Budget Amendment approved by the Library Board on March 15, 2022.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeanne Hamilton, Library Director

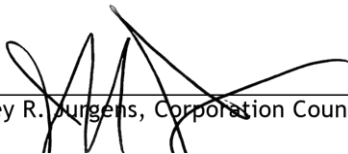
Reviewed by:


Jeanne Hamilton, Library Director

3/15/2022


Chris Tomerlin, Budget Manager

3/16/2022


Jeffrey R. Jurgens, Corporation Counsel

3/21/2022


Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- LIB 1B Ordinance_Library Expansion Construction
- LIB 1C Ordinance Exhibit_Library Expansion Project

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 14th, 2021; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2022 Budget, in the amount of \$21,266,838 for Other Purchased Services and Construction related to the Expansion Project at the Bloomington Public Library as requested by Bloomington Public Library.

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

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 28th day of March 2022.

APPROVED this ____ day of March 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
23103100-40000	Library	Use of Fund Balance	\$ (1,310,079.00)	
23103100-53120-11000	Library	State Grant	\$ (5,681,759.00)	
23103100-57310-11000	Library	Donations	\$ (75,000.00)	
23103100-57510-11000	Library	Bond Proceeds	\$ (14,200,000.00)	
23103100-70690-11000	Library	Other Purchased Services	\$ 96,838.00	
23103100-72520-11000	Library	Buildings	\$ 21,170,000.00	
Net Transaction:			\$ -	



REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: March 28, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1d. City services delivered in the most cost-effective, efficient manner
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The Bloomington Public Library Board of Trustees approved a \$25.3M expansion and renovation to its facility on March 15, 2022. \$14.2M of that cost will be supported by 20-year General Obligation bonds.

The Illinois Local Library Act (75 ILCS 5) dictates that Libraries are not separately authorized to issue Bonds. Therefore, the City of Bloomington will issue bonds pursuant to its powers as a home rule unit of government under the Illinois Constitution. While the City will issue the bonds in accordance with all standard security assurances to bondholders, the Library will use its property tax levy to support the related debt service. A Resolution supporting the project and the funding of the related debt service via the Library Tax Levy was approved by the Bloomington City Council on November 8, 2021 and approved by the Bloomington Public Library Board of Trustees on November 16, 2021.

The purpose of this Agreement between the City and the Library is to establish the terms, conditions, and specific obligations of each party related to payment and repayment of the Library Bonds being issued by the City on behalf of the Library for the Library Expansion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will issue the Library Bonds in an amount not to exceed \$14.2 million and levy taxes sufficient to pay principal and interest on the Library Bonds (the "Pledged Taxes"). The Library shall levy funds sufficient to pay the Debt Service. Upon confirmation of the inclusion of the amount of such Pledged Taxes in the Library Tax Levy Request, the City shall abate the Pledged Taxes for that levy year.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomerlin, Budget Manager

3/17/2022



Jeffrey R. Jurgens, Corporation Counsel

3/21/2022



Tara Henry, Legislative Assistant & Records Manager

3/23/2022

Attachments:

- FIN 4B COB-Library IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON AND BLOOMINGTON PUBLIC LIBRARY FOR
FUNDING OF THE LIBRARY EXPANSION

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington (the "City") is a home rule municipality under article 7, section 6, of the 1970 Illinois Constitution; and

WHEREAS, the Bloomington Public Library (the "Library") has proposed an expansion of their facility with an estimated cost of \$25,270,377.00 (the "Library Expansion") with \$14,200,000.00 of the total cost to be funded via the issuance of general obligation bonds of the City (the "Library Bonds"); and

WHEREAS, the Illinois Local Library Act (75 ILCS 5) does not separately authorize public libraries, such as the Bloomington Public Library, to issue general obligation bonds and instead requires that the related municipality issue general obligation bonds on behalf of such public library; and

WHEREAS, the corporate authorities of the City are supportive of the proposed Library Expansion and are further supportive of the Library Bonds to the amount of \$14,200,000; and

WHEREAS, the Library has its own property tax levy and the Library intends to support the payment of the principal of and interest on the Library Bonds ("Debt Service"); and

WHEREAS, the Debt Service will be determined based on final rates and terms for the Library Bonds and set forth in the bond ordinance adopted by the City providing for the issue of the Library Bonds or a related notification of sale; and

WHEREAS the City can issue the Library Bonds pursuant to its powers as a home rule unit of government under the Illinois Constitution; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. STATEMENT OF PURPOSE / LIBRARY REQUIREMENTS

The purpose of this Agreement between the City and the Library is to establish the terms, conditions, and specific obligations of each party related to payment and repayment of the Library Bonds being issued by the City on behalf of the Library for the Library Expansion. The Library shall be required to complete the Library Expansion and use the proceeds of the Library Bonds for the Library Expansion. The Board of Library Directors of the City of Bloomington shall retain exclusive control of the construction of the library building and of the ownership, supervision, care, and custody of the library grounds and library building.

II. BUDGET AND PAYMENT

The City will issue the Library Bonds in an amount not to exceed FOURTEEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$14.2 million) and levy taxes sufficient to pay principal and interest on the Library Bonds (the "Pledged Taxes"). The Library shall levy funds sufficient to pay the Debt Service. Upon bond issuance, the City will provide the Library a schedule of annual Debt Service. The Library

shall also be responsible for the bond issuance costs and legal fees related to the Library Bonds. The City shall deposit Library Bond proceeds into a bank account designated for Library construction funds. Upon receipt of Bond proceeds, Library shall be responsible for all Bid and Contract Awards and all subsequent payments to selected contracting firms. The Library shall budget and appropriate sufficient funds to pay the Debt Service when due. Prior to each payment date on the Library Bonds, the Library shall transfer to the City for deposit into a City-controlled bond fund sufficient funds to pay the Debt Service due on such payment date.

III. LIBRARY TAX LEVY REQUEST AND ABATEMENT OF PLEDGED TAXES

Beginning with levy year 2022, the Library shall include in its annual property tax levy request to the City (the "*Library Tax Levy Request*") the amount of the Pledged Taxes for that levy year. Upon confirmation of the inclusion of the amount of such Pledged Taxes in the Library Tax Levy Request, the City shall abate the Pledged Taxes for that levy year.

IV. INDEMNIFICATION

The Library shall defend, indemnify, and hold harmless the City from and against any and all liability for claims, losses, damages, and expenses, including attorney's fees, to the extent such claims, losses, damages, or expenses are caused by Library failure in any way to fulfill its obligations under this Agreement.

V. TERM

This Agreement shall be in full force and effect from _____, 2022 until all Bonds have been paid in full.

VI. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois, County of McLean.

CITY OF BLOOMINGTON

BLOOMINGTON PUBLIC LIBRARY

By: _____
Its Mayor

By:  _____
Its President, Board of Library Trustees



REGULAR AGENDA ITEM NO. 9.E

FOR COUNCIL: March 28, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

BACKGROUND:

Bloomington Public Library Expansion and Renovation Bond: \$14,200,000:

The Bloomington Public Library Board of Trustees approved a \$25.3M expansion and renovation to its facility on March 15, 2022. \$14.2M of that cost will be supported by 20-year General Obligation bonds with level annual debt service.

The Illinois Local Library Act (75 ILCS 5) dictates that Libraries are not separately authorized to issue Bonds. Therefore, the City of Bloomington will issue bonds pursuant to its powers as a home rule unit of government under the Illinois Constitution. While the City will issue the bonds in accordance with all standard security assurances to bondholders, the Library will use its property tax levy to support the related debt service.

In anticipation of this, the 2021 Library tax levy included \$850K in funds designated for this debt service. This amount was only an initial estimate calculated at the time of the levy. The final amount will be determined by the market during the bond sale. Utilizing current assumptions, the annual debt service estimate is approximately \$990K. However, due to the timing of bi-annual interest payments, the 2021 Levy will be sufficient for the year.

Related to ongoing maintenance of an expanded facility, the Library Board established a Capital Reserve fund in 2010 and has since adopted a policy to annually transfer a portion of unspent revenues to the capital reserve fund for necessary repairs, maintenance, or

improvements. Over the past 5 years, the Library Board has transferred an average of \$174,000 into this fund. With the newly renovated building, the need to transfer funds into a capital reserve fund will be alleviated, allowing the Library to absorb the increased maintenance costs associated with an expanded facility.

O'Neil Park and Pool Renovation Bond: \$5,800,000:

The City of Bloomington plans a renovation of its west-side pool and park with an estimated cost of \$14.0M. \$5.8M of that cost will be supported by 20-year General Obligation bonds with the remainder being funded by General Fund reserves (savings). The Bloomington City Council approved the project and related costs on March 28, 2022.

Utilizing current assumptions, the level debt service annual estimate is approximately \$410K. The City can accommodate this expense with existing revenues.

Related to ongoing maintenance of an expanded facility, it is anticipated that attendance will increase to offset the additional cost. Additional revenues in the form of concessions will also be realized.

Bond Ordinance:

The City will conduct an online competitive auction for the sale as coordinated by the City Financial Advisor, Mesirow Financial. The attached ordinance, as prepared by Chapman and Cutler, the City's Bond Counsel, outlines the parameters of the intended sale. Given these parameters, the issue is currently projected to have a true interest cost of a little over 3 percent.

Please note: All estimates are preliminary and subject to change based on market conditions and other factors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Library will fund its portion of the debt service via its Property Tax Levy. Ongoing maintenance will be covered with existing revenues that had been previously set aside for the expansion project.

The City will fund its portion from existing revenues. Ongoing maintenance will be offset by an increase in attendance and additional revenue streams.

Bond issuance costs will be recovered from bond proceeds.

Final costs and allocations are pending the bond sale. Therefore, while debt service fund sources have been identified, an amendment to the FY2023 budget may be necessary.

Project	Total Cost	Grants/Savings	Financing	Estimated Debt	Source of funds
				Service	
Library Expansion	25,300,000	(11,100,000)	14,200,000	990,000	Property Tax levy
O'Neil Park/Pool	14,000,000	(8,200,000)	5,800,000	410,000	Current Revenue Streams
	39,300,000	(19,300,000)	20,000,000	1,400,000	

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

3/23/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- FIN 3B 2022 GO Bond Ordinance

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the Government Center Chambers, 4th Floor, Room #400, 115 East Washington Street, Bloomington, Illinois, in said City at 6:00 o'clock P.M., on the 28th day of March, 2022.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Mboka Mwilambwe, the Mayor, and the following Alderman were physically present at said location: _____

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of not to exceed \$20,000,000 of general obligation bonds of the City for the purpose of financing capital improvements in the City, including library expansion and pool improvements, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

After a full and complete discussion thereof, Alderman _____ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$20,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing capital improvements in said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

Adopted by the City Council on the
28th day of March, 2022.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$20,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing capital improvements in said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

PREAMBLES

WHEREAS

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City Council of the City (the “*City Council*”) has determined that it is advisable and in the best interests of the City and its residents to undertake capital improvements in the City, including pool improvements, all in accordance with the preliminary estimate of costs, which have been approved by the City Council and are now on file in the office of the City Clerk of the City (including the engineering, legal, financial and administrative expense related thereto, the “*City Project*”); and

D. The City Council has further determined that there are insufficient funds on hand and lawfully available to pay the costs of the City Project; and

E. The City Council has further determined that it is advisable and in the best interests of the City and its residents to expand the library in the City, all in accordance with the preliminary estimate of costs, which have been approved by the City Council and are now on file in the office

of the City Clerk of the City (including the engineering, legal, financial and administrative expense related thereto, the “*Library Project*” and together with the City Project, the “*Project*”); and

F. The City Council has further determined that there are insufficient funds on hand and lawfully available to pay the costs of the Library Project; and

G. Pursuant to the hereinafter defined Act, the City is authorized to issue its general obligation bonds to pay the costs of the Project; and

H. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow not to exceed \$20,000,000 pursuant to the Act for such purpose and, in evidence of such borrowing, issue general obligation bonds of the City in the principal amount not to exceed \$20,000,000 (the “*Bonds*”).

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Bonds
City
City Council
City Project
Library Project
Project

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of

Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“Bond Fund” means the *“General Obligation Bonds, Series 2022 Bond Fund”* established in Section 16 of this Ordinance for the purpose of paying the principal of and interest on the Bonds.

“Bond Notification” means a Notification of Sale of the Bonds as authorized to be executed by the Designated Officials of the City in Section 15 of this Ordinance and by which the final terms of the Bonds will be established.

“Bond Register” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means the bond registrar and paying agent for the Bonds (which shall be the City Treasurer, the Purchaser or a bank or trust company authorized to do business in the State of Illinois and set forth in the Bond Notification), or a successor thereto or a successor designated as Bond Registrar hereunder

“Book Entry Form” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“City Clerk” means the City Clerk of the City.

“City Manager” means the City Manager of the City.

“City Project Bonds” means the portion of the Bonds issued for the City Project.

“City Treasurer” means the City Treasurer of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“County” means The County of McLean, Illinois.

“County Clerk” means the County Clerk of the County.

“Depository” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“Designated Officials” means the Mayor, the City Manager, the City Clerk, the City Treasurer and the Finance Director.

“Designated Representatives” means the Mayor and the Finance Director.

“Finance Director” means the Director of Finance for the City.

“Library Project Bonds” means the portion of the Bonds issued for the Library Project.

“Mayor” means the Mayor of the City.

“Record Date” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month.

C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and desirable to undertake the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Bonds, designated as “*General Obligation Bonds, Series 2022*” or with such other series designation as may be appropriate to describe the Bonds and set forth in the Bond Notification. The Bonds shall be issued in an aggregate principal amount not to exceed \$20,000,000 (as set forth in the Bond Notification). The Bond Notification shall include an allocation of the Bonds between City Project Bonds and Library Project Bonds. The Bonds shall be dated such date (not prior to March 28, 2022) as set forth in the Bond Notification (the “*Dated Date*”), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption as shall be set forth in the Bond Notification (subject to optional redemption prior to maturity has hereinafter described), and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before December 1, 2047, and each maturity or sinking fund payment shall not exceed \$1,525,000. Each Bond shall bear interest at a rate set forth in the Bond Notification (not to exceed 5.50% per annum). Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing with the first interest payment date set forth in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in

writing by such Registered Owner. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “*Book Entry Owner*”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Designated Official, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the City, the City Treasurer or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from

time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, the City Treasurer and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the City, or such depository’s agent or designee, but if the City does not select such alternate book entry system,

then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 7. Registration of Bonds; Persons Treated as Owners. The City shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond

to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 8. Optional Redemption. All or a portion of the Bonds, if any, due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

Section 9. Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on the dates of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the City Council shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so

purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

Section 10. Redemption Procedure. The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, series and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Bond Registrar in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All

Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 11. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF McLEAN
CITY OF BLOOMINGTON
GENERAL OBLIGATION BOND, SERIES 2022**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: June 1, 20____ Date: _____, 2022 CUSIP: 094491 ____

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 20____, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of _____, _____, _____, as paying agent and bond registrar (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the

close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Bloomington
McLean County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Bloomington
McLean County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2022, having a Dated Date of _____, 2022, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:
_____, 2022

_____,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) issued by the City for the purpose of undertaking capital improvements in the City, including library and pool improvements, all as described and defined in an ordinance for such purpose passed by the City Council of the City on the 28th day of March, 2022, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date [or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption].

[This Bond may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 12. Security for the Bonds. The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 13. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (beginning with levy year 2022 to and including levy year 2046), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$1,600,000 (the “*Pledged Taxes*”). The Pledged Taxes shall be fully set forth in the Bond

Notification. The Bond Notification shall also include an allocation of the Pledged Taxes between City Project Bonds and Library Project Bonds.

Moneys in the Bond Fund from time to time (*"Bond Moneys"*) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Pledged Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of the same, the City Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further shall direct the abatement of the taxes by the amount so deposited or so set aside.

In addition, for each levy year, whenever the Bloomington Public Library shall have included in its annual property tax levy request to the City an amount of taxes dedicated to the repayment of the Library Project Bonds (the *"Library Tax Levy Request"*), the City may abate the Pledged Taxes allocated to the Library Project Bonds for that levy year in an amount not less than the amount of the Library Tax Levy Request.

Section 14. Filing with County Clerk. Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2022 to 2046, inclusive, ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 15. Sale of Bonds; Official Statement. The Designated Representatives are hereby authorized to proceed not later than September 28, 2022, without any further authorization or direction from the City Council, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with one or more of the Designated Officials, and, after authentication thereof by the Bond Registrar, be by said official or officials delivered to the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery. The Purchaser shall be the best bidder for the Bonds at a competitive sale conducted by Mesirow Financial, Inc., Chicago, Illinois, as set forth in the Bond Notification.

Prior to the sale of the Bonds, the Designated Officials are hereby authorized to approve and execute a commitment for the purchase of a Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Bond Insurance

Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of such Bonds as a result of the Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein. In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the City and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Designated Officials shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such Bonds as may be necessary, including, without limitation, the contract for the sale of such Bonds between the City and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the

officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 16. Creation of Funds and Appropriations.

A. There is hereby created the Bond Fund, designated the “*General Obligation Bonds, Series 2022 Bond Fund*”, which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Pledged Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the

proceeds of the Bonds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

D. The remaining sale proceeds of the Bonds shall be used to pay costs of the Project and to that end shall be deposited into a separate and segregated account of the City, hereby created, and to be known as the “*Series 2022 Project Fund*” (the “*Project Fund*”). Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the City Treasurer, without further official action or direction of the City Council, in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the City Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the City Treasurer, without further official action of or direction by the City Council, to the Bond Fund. Monies on deposit in and to the credit of the Project Fund may be invested by the City Treasurer in any investments for City funds as may be from time to time authorized under Illinois law, without further official action of or direction by the Council.

Without further official action of or direction by the City Council, if necessary to ensure the timely payment of principal of and interest on the Bonds, monies on deposit in the Project Fund may be transferred by the City Treasurer at any time to the Bond Fund in anticipation of the collection of Pledged Taxes. Any amount so transferred shall be immediately repaid upon the collection of Pledged Taxes.

E. Alternatively to the creation of the Bond Fund, the City Treasurer may allocate the moneys for payment of the Bonds to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds as herein provided.

Section 17. Continuing Disclosure Undertaking. In connection with the issuance of Bonds, the Designated Officials are hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City; and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever

federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 19. Registered Form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 20. Duties of Bond Registrar. If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 21. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Designated Officials on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this section.

Section 22. Record-Keeping Policy and Post-Issuance Compliance Matters. On May 23, 2011, which was subsequently amended on October 14, 2013, the City Council adopted a record-keeping and post issuance compliance policy for the purpose of maintaining sufficient records to demonstrate compliance with the various covenants and expectations necessary to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits.

Section 23. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 24. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: March 28, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: March 28, 2022

Mayor

RECORDED in the City Records on March 28, 2022.

ATTEST:

City Clerk

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the records
of the City Council of the City of Bloomington, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “*City Council*”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “*Meeting*”) of the City Council held on the 28th day of March, 2022 insofar as the same relates to the adoption of an ordinance, numbered _____ and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$20,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing capital improvements in said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the “*Ordinance*”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 28th day of March, 2022.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2022 there was filed in my office a properly certified copy of Ordinance Number _____, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 28th day of March, 2022, and approved by the Mayor of said City, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$20,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing capital improvements in said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this ____ day of _____, 2022.

County Clerk of The County of McLean, Illinois

[SEAL]



REGULAR AGENDA ITEM NO. 9.F

FOR COUNCIL: March 28, 2022

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

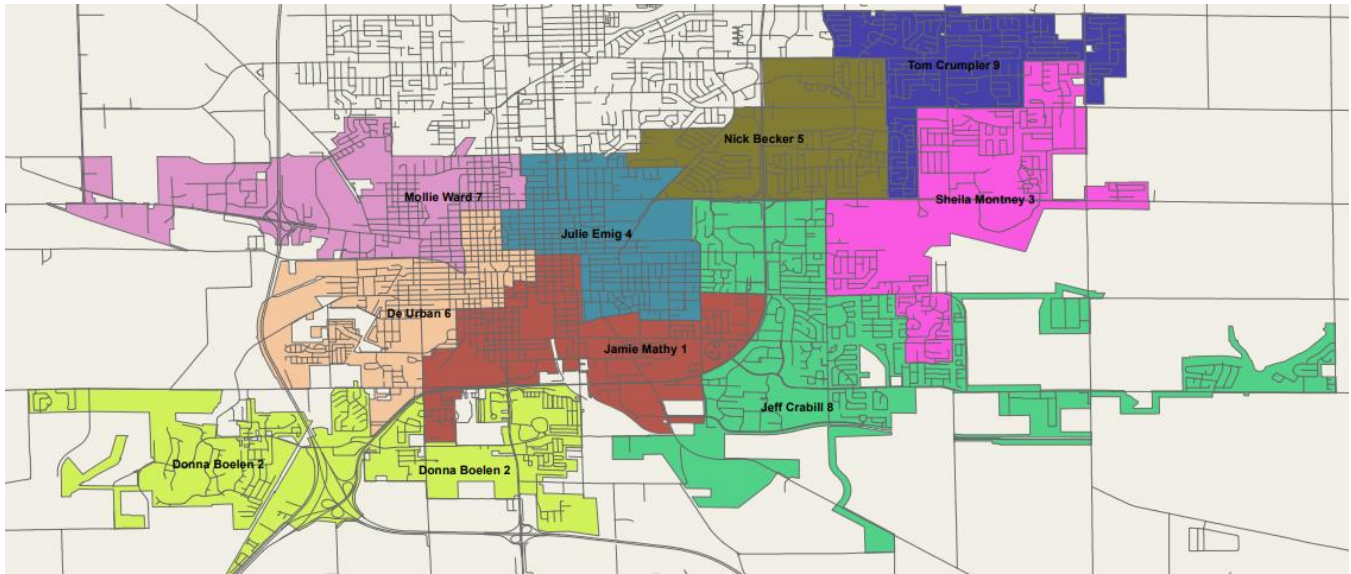
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: The law requires that wards be as nearly and equal in population and shall be of as compact and contiguous territory as practicable. The City government in Bloomington is made up of nine (9) different wards. Pursuant to the “one person one vote” principles, there should not be more than a 10% disparity in population amongst the wards.

However, the new 2020 census data shows deviations exceeding 10% in two wards, meaning that the City needs to approve a new ward map to make the wards as nearly as equal in population as possible. Initial data shows a balanced ward would contain approximately 8,742 people. Based on the new census data, Ward 7 only has 7,711 people (an 11.79% deviation) and Ward 8 has approximately 10,973 people (a 25.52% deviation).

Ward	Blocks	Total Population	Ward Balanced	Difference	% Difference
1	212	8,017	8,742	-725	-8.29%
2	148	8,947	8,742	+205	+2.35%
3	105	9,223	8,742	+481	+5.50%
4	217	8,211	8,742	-531	-6.07%
5	105	8,172	8,742	-570	-6.52%
6	250	8,460	8,742	-282	-3.23%
7	211	7,711	8,742	-1,031	-11.79%
8	222	10,973	8,742	+2,231	+25.52%
9	89	8,966	8,742	+224	+2.56%

Although only two wards have more than a 10% deviation, it is anticipated the boundaries of several of the wards will need to be modified to balance them. The next municipal election is April 4, 2023, and candidates for municipal office can begin circulating petitions around August 30, 2022. Accordingly, the Council should ideally have a new map adopted prior to the start of petition circulation.



To help with this process, City staff is following an example previously set by the City of Champaign where their Council approved a resolution establishing criteria for how the new maps should be drawn and the process for approval. Under this process, City staff will come up with 2 to 3 maps using the principles outlined in the resolution. Residents of the community can also propose map options if they desire as well. The maps are to be presented at the Committee of the Whole on June 20, 2022, and then approved in July.

Based on the new census numbers, it should be noted that no new wards will need to be added (nor will the City lose any wards). The latest census data puts the City's population at 78,680. To add a ward, the City's population would need to reach 90,000. To lose a ward, the City's population would need to go below 70,000. According, the revisions to the map will keep the existing number of wards and simply reapportion them to equalize the populations as nearly as possible.

Once approved, the new map will likely be effective May 1, 2023, to coordinate with the date of the newly elected officials. Incumbent council members at that time will represent their new wards.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public input will be sought throughout the process.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

3/21/2022



F. Scott Rathbun, Finance Director

3/24/2022



Amanda Stutsman, Deputy Clerk

3/24/2022

Attachments:

- LGL 2B 2022 Ward Redistricting Resolution
- LGL 2C 2020 City Census Data & Map
- LGL 2D Ord. No. 2011-54

RESOLUTION NO. 2022 - ____

**A RESOLUTION APPROVING A POLICY RELATIVE TO REDISTRICTING
(2020 CENSUS)**

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 law requires wards to be as nearly and equal in population as possible; and

WHEREAS, the form of government adopted by the City provides for nine (9) council members to be elected from nine (9) different wards; and

WHEREAS, the City has recently received revised census figures for the entire City.

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. Map Principles & Plan Overview. The following principles shall serve as a guide to any adjustment to wards as the result of population increase or shifts within the City:

- A. Each of the nine (9) wards shall contain the residence of an incumbent council member to help ensure continued representation when the new map takes effect as a result of the City's staggered terms;
- B. Any plan should be based on the most recent census data available and certified as official by the Secretary of State of the State of Illinois.
- C. All wards shall be composed of territory that is contiguous and reasonably compact.
- D. Any plan should avoid fragmenting or packing minority communities.
- E. Any plan should not dilute the voting strength of racial minority populations.
- F. Wards shall be as nearly equal in population as possible, utilizing precinct boundaries as the building block of the redistricting.
- G. City staff shall develop at least two and no more than three different new ward map options for redistricting based on the principles set forth in this resolution. The new ward map options shall be contained on the City's website for review and feedback by the public.
- H. The City staff shall make available on the City's website information showing precincts and populations so that residents may formulate their own potential options for redistricting. Any resident desiring to submit a proposed new ward map must submit it in writing. The submissions shall be easily duplicable. Any such options must be submitted on or before June 1, 2022, to the City Clerk

- I. The City Manager shall schedule a time for City Council to study, consider, and provide direction on the various map options presented by staff, as well as those submitted by residents, at the Committee of the Whole on June 20, 2022.
- J. Unless the City Council directs otherwise, the City Manager shall place an ordinance amending the districts on the agenda for the regular meeting on July 11, 2022.

Section 3. Effective Date. This Resolution shall be in full force and effect upon the passage and approval.

PASSED this 28th day of March 2022.

APPROVED this ____ day of March 2022.

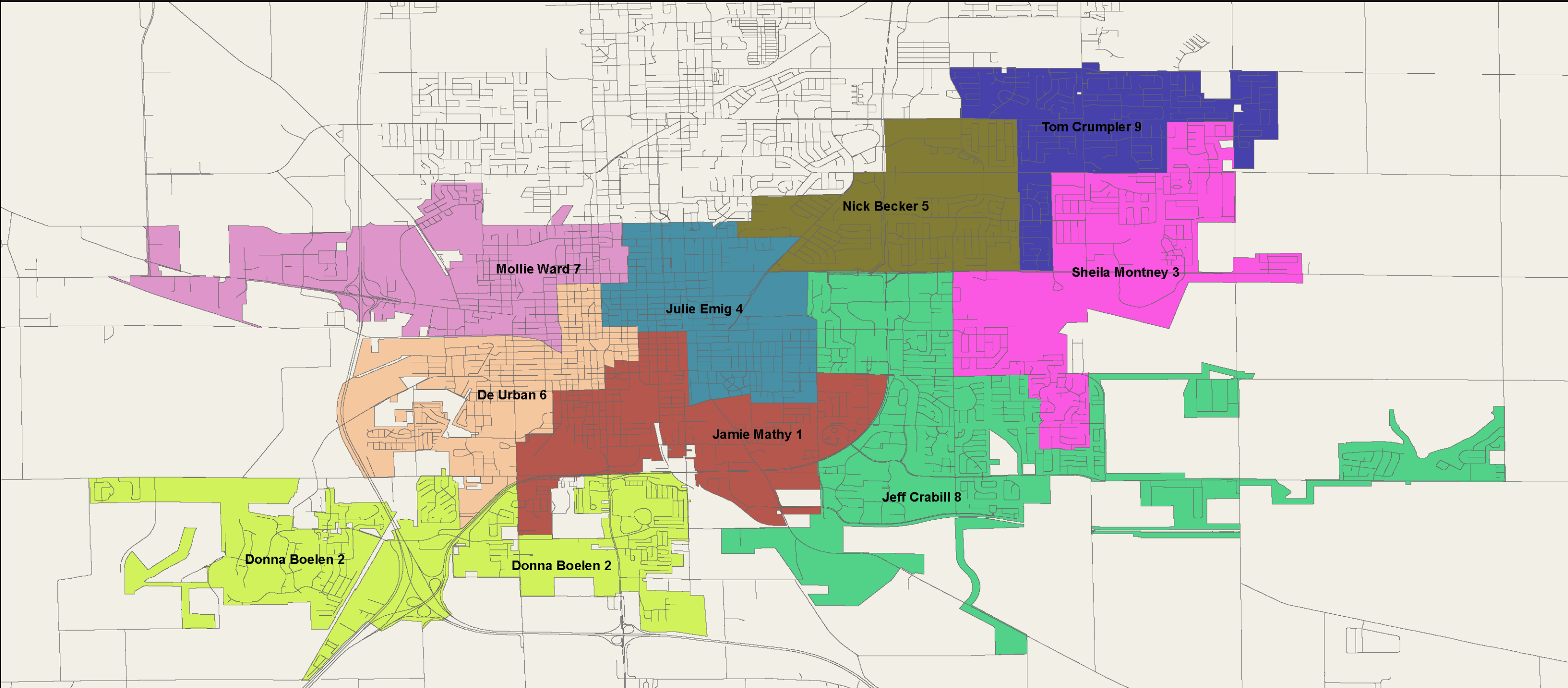
CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

2020 CENSUS Population per Ward



Ward	Blocks in Ward	Total Population	Balanced Ward	Difference	Percent Deviation
1	212	8017	8742	-725	-8.29
2	148	8947	8742	205	2.35
3	105	9223	8742	481	5.50
4	217	8211	8742	-531	-6.07
5	105	8172	8742	-570	-6.52
6	250	8460	8742	-282	-3.23
7	211	7711	8742	-1031	-11.79
8	222	10973	8742	2231	25.52
9	89	8966	8742	224	2.56
		78680			

CITY OF BLOOMINGTON

2011-054

**An Ordinance Amending Chapter 2, Section 13, of the Bloomington City Code, Dividing
the City into Nine Wards and Setting the Boundaries Thereof**

**Adopted by the City Council
of the City of Bloomington
on November 28, 2011**

Published in pamphlet form by authority of the City Council of the
City of Bloomington, McLean County, Illinois, on November 30, 2011

ORDINANCE NO. 2011- 54

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 13, OF THE
BLOOMINGTON CITY CODE, DIVIDING THE CITY INTO
NINE WARDS AND SETTING THE BOUNDARIES THEREOF**

WHEREAS, the results of the 2010 decennial census taken in Bloomington, Illinois, showed that the City of Bloomington had 76,610 inhabitants, and such population figure has been certified by the Secretary of the State of Illinois; and

WHEREAS, under Section 5-2-2 of the Illinois Municipal Code (65 ILCS 5/5-2-2), the City would be entitled, by reason of its population, to 18 aldermen, and by reason of a referendum approved by the voters of the City of Bloomington on April 3, 1979, the number of aldermen of the City of Bloomington is restricted to one-half of the total authorized by Section 5-5-2 of the Illinois Municipal Code, with one alderman representing each ward; and

WHEREAS, Section 5-2-4 of the Illinois Municipal Code (65 ILCS 5/5-2-4) requires the Bloomington City Council, from time to time, to divide the City into the number of wards to which the City is entitled, requiring the wards to be as nearly equal in population, and the wards to be of as compact and contiguous territory, as practicable, with the additional requirement that such wards be created in such a manner so that no voting precinct shall be divided between two or more wards, insofar as is practicable; and

WHEREAS, by reason of a referendum approved by the voters of the City of Bloomington on November 5, 1996, the terms of aldermen in the City of Bloomington are staggered; and

WHEREAS, the United States Constitution requires wards to be divided so that the population of each ward is as near equal as practicable,

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

Section One: Section 13 of Chapter 2 of the Bloomington City Code, as amended, is further amended to read as follows:

(a) Membership. Effective May 1, 2007, the City Council shall be composed of a Mayor elected at large and nine (9) aldermen. For the terms of office commencing on and after May 1, ~~2015~~ 2007, one alderman shall be elected for a four year term from each of wards 2, 4, 6 and 8 as described in subsection (b) of this section; the alderman must live in the ward from which he or she is elected. ~~For the term of office commencing on May 1, 2007, an alderman shall be elected for a two year term from Ward 9 as described in subsection (b) of this section; the alderman must live in the ward from which he or she is elected.~~ For the terms of office commencing on and after May 1, ~~2013~~ 2007, one alderman shall be elected for a four year term from each of wards 1, 3, 5, ~~and 7~~ and 9 as described in subsection (b) of this section; the

alderman must live in the ward from which he or she is elected. The Mayor shall be elected for a four year term of office commencing on and after May 1, ~~2013-2009~~.

(b) Ward Boundaries. The nine wards of the City shall consist of the following territory:

- Ward 1: The territory included in Precincts ~~13, 18, 19, and 23~~ 18, 19, 20, 21 and 23 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 2: The territory included in Precincts ~~2, 12, 17, 26 and 35~~ 2, 13, 35, 45, 47 and 52 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 3: The territory included in Precincts ~~3, 14, 15, 34, 36 and 39~~ 10, 25, 34, 42, 50 and 51 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 4: The territory included in Precincts ~~9, 20, 22, 24 and 27~~ 1, 9, 22, 24, 27 and 28 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 5: The territory included in Precincts ~~16, 29, 30, 31, 32 and 38~~ 15, 16, 29, 30, 31 and 39 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 6: The territory included in Precincts ~~6, 7 and 12~~ 6, 12, 17, 26, and 46 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 7: The territory included in Precincts ~~1, 4, 5, 28 and 41~~ 4, 5, 7 and 41 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 8: The territory included in Precincts ~~8, 11, 21, 33 40, and 44~~ 8, 11, 32, 33, 40, 44 and 48 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.
- Ward 9: The territory included in Precincts ~~10, 25, 37, 42 and 43~~ 3, 14, 36, 37 38, 43 and 49 as determined by the Bloomington Board of Election Commissioners as of the effective dates of this ordinance.

Section Two: Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

Section Three: The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This ordinance shall be effective ten days after the date of its publication.

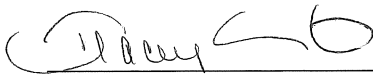
PASSED this 28th day of November, 2011.

APPROVED this 29th day of November, 2011.



Stephen F. Stockton, Mayor

ATTEST:



Tracey Covert, City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

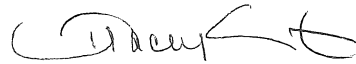
CERTIFICATE

I, Tracey Covert, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2011-054, entitled An Ordinance Amending Chapter 2, Section 13, of the Bloomington City Code, Dividing the City into Nine Wards and Setting the Boundaries Thereof which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and a cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on November 30, 2011 and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Bloomington, Illinois, on November 30, 2011.



Tracey Covert
City Clerk