

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
MARCH 24, 2025



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

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.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. 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.

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 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 24, 2025, 6:00 PM**

- 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 on Toastmasters International Day (March 24, 2025), as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
 - B. Proclamation on 2025 Fair Housing Month, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
 - C. Proclamation for Larry Carius, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
 - D. Recognition of Board & Commission Appointments, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*
- 6. Public Comment**

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.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. Public Hearings**
 - A. Public Hearing on an Annexation Agreement with BBig Solar, LLC, for Property Generally Located at the Western Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department. *(Recommended Motion: None; Presentation and Public Hearing only.) (Presentation by Kelly Pfeifer, Development Services Department Director, 3 minutes.)*
 - B. Public Hearing on an Annexation Agreement with Trinity Lutheran Church for Property Generally Located at the Northwestern Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department. *(Recommended Motion: None; Presentation and Public Hearing only.) (Presentation by Kelly Pfeifer, Development Services Department Director, 3 minutes.)*

- C. Public Hearing for the Fiscal Year 2026 Proposed Budget, as requested by the Finance Department. *(Recommended Motion: None; Presentation and Public Hearing only.) (Presentation by Jeff Jurgens, City Manager, and Scott Rathbun, Finance Director, 5 minutes; and City Council Discussion, 5 minutes.)*

8. 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.

- A. Consideration and Action to Approve the Minutes of the February 24, 2025, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action on Approving Bills and Payroll in the Amount of \$8,459,605.53, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on an Approving Appointment and Reappointments to Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointment and Reappointments be approved.)*
- D. Consideration and Action on a Resolution Approving an Agreement with JG Stewart Contractors, Inc., for FY 2025 Community Development Block Grant (CDBG) South Sidewalks Phase I (Bid #2025-30), in the Amount of \$86,527.46, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution be approved.)*
- E. Consideration and Action on a Resolution Approving an Agreement with Evapar, for the Installation and Supporting Equipment for a Generac Industrial Generator at the Miller Park Zoo Katthoefer Animal Building (KAB) and Rainforest Building, in the Amount of \$214,287.03, as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Resolution be approved.)*
- F. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Ecology Action Center (EAC), for the Coordination of Household Hazardous Waste (HHW) Collection Program, in the Amount of \$6,344 for FY 2025, and Two Additional Years to be Adjusted by the Lesser of 3% or the Net Percentage Increase in the Consumer Price Index (CPI), as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 Improvements, in an Amount Not to Exceed \$1,227,050; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 Improvements, in the Amount of \$1,227,050, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolutions be approved.)*
- H. Consideration and Action on a Resolution Approving an Agreement with Win Together, LLC, to Provide Lean Six Sigma Training Materials via OpusWorks eLearning Platform, at No Cost, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by*

Billy Tyus/Sr. Deputy City Manager, 5 minutes; and City Council Discussion, 5 minutes.)

- I. Consideration and Action on the Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Illinois State Police, to Become a Participating Agency in the Violent Crime Intelligence Task Force, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved)*
- J. Consideration and Action on a Resolution Authorizing an Annexation Agreement with BBig Solar, LLC, for Property Generally Located at the Western Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department. *(Recommended Motion: The proposed Resolution be approved.)*
- K. Consideration and Action on a Resolution Authorizing an Annexation Agreement with Trinity Lutheran Church, for Property Generally Located Northwest of the Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department. *(Recommended Motion: The proposed Resolution be approved.)*
- L. Consideration and Action on an Ordinance Annexing Property Generally Located at the Western Terminus of Lutz Road, Containing 22 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the A (Agriculture) District, PIN 21-20-100-006, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on an Ordinance Approving the Expedited Final Plat of the Resubdivision of Lot 2 G.K.C. Theaters Subdivision (PIN: 22-07-200-035), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and Action on an Ordinance Approving the Expedited Final Plat of Bloomington Big Solar Subdivision (PIN: 21-20-100-006), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- O. Consideration and Action on an Ordinance Adopting the Official 2024 Zoning Map for the City of Bloomington, which Supersedes and Replaces the Official 2023 Zoning Map, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- P. Consideration and Action on (1) an Ordinance Authorizing the City Manager to Approve Utility Relocation Invoices for the Hamilton Road Improvement Project, in an Amount Not to Exceed \$183,654; and (2) a Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$183,654, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution and Ordinance be approved.)*
- Q. Consideration and Action on 1) an Ordinance Dissolving the Property Maintenance Review Board, and Merging the Functions Performed by that Board with Those of the Building Board of Appeals, and 2) Approving the Minutes of the September 1, 2020, Special Property Maintenance Review Board Meeting, as requested by the Department of Community Impact & Enhancement. *(Recommended Motion: The*

proposed Ordinance and Minutes be approved.)

- R. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 29 and 40, and the Schedule of Fees Pertaining to Taxicabs, Downtown Shuttles, and Vehicles for Hire Licenses, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- S. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 6 Pertaining to Secondary Premises and Reductions in Liquor Licensing Classifications, Chapter 32 Pertaining to Repealing Pawnbroker Licensing, and Updating the Schedule of Fees, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

- A. Consideration and Action on a Resolution Approving an Agreement with Northwater, LLC, for Planktonic Algae Treatment, in the Amount of \$215,366.27, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Ed Andrews, Water Department Director, 10 minutes; and City Council Discussion, 10 minutes.)*
- B. Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Rowe Construction, A Division of United Contractors Midwest, for the FY 2026 General Street Resurfacing Program, as requested by the Engineering Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Jim Karch, Interim Director of Engineering, 20 minutes; and City Council Discussion, 15 minutes.)*

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation on Toastmasters International Day (March 24, 2025) , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



Mayoral Proclamation
Toastmasters International Day, (March 24, 2025)

WHEREAS, the Harbor Building that resides on the corner of Main and Market Streets is the first known building to host a Toastmasters meeting; and

WHEREAS, the founder, Dr. Ralph Smedley, being employed by the Bloomington YMCA was the originator of, and conducted the first Toastmasters meeting; and

WHEREAS, the Toastmasters International organization was founded on October, 22nd, 1924; and

WHEREAS, the Toastmasters International organization is celebrating its 100th year; and

WHEREAS, the District 54 Toastmasters of Central Illinois is celebrating the 120th year anniversary of the first Toastmasters meeting held on March, 24th, 1905.

NOW, THEREFORE, I, Mayor Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby recognize March 24th, 2025, as **Toastmasters International Day**, and encourage all citizens to join the District 54 Toastmasters in the observance of this important day in the Bloomington Community.

Mboka Mwilambwe

Mboka Mwilambwe
Mayor



Leslie Yocum

Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation on 2025 Fair Housing Month, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Proclamation](#)



Proclamation

IN RECOGNITION OF FAIR HOUSING MONTH IN BLOOMINGTON, ILLINOIS

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Bloomington is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, the City of Bloomington is committed to affirmatively furthering fair housing in our community; and

WHEREAS, Prairie State Legal Services provides fair housing services within the City of Bloomington funded in part by the City's Community Development Block Grant (CDBG) program.

NOW THEREFORE, I Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim April 2025, as

FAIR HOUSING MONTH

in Bloomington and urge residents to join in recognizing the fair housing work of Prairie State Legal Services and supporting efforts towards equal housing opportunities for all residents and prospective residents of Bloomington.

A handwritten signature in black ink that reads 'Mboka Mwilambwe'.

Mboka Mwilambwe
Mayor



A handwritten signature in black ink that reads 'Leslie Yocum'.

Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Larry Carius, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 3B Proclamation](#)



Proclamation

In Recognition of Larry Carius

WHEREAS, Larry Carius is a native Washington, IL and went to Tazewell County schools, Pleasant View Elementary and Washington Community High School; and

WHEREAS, He graduated in 1965 from University of Champaign-Urbana with a Bachelor of Science in Agriculture (Dairy Science); and

WHEREAS, He enlisted in the Army National Guard from 1965 – 1971 with a Specialist 4 rank and was subsequently chosen for the Selective Reserve Force (SRF); and

WHEREAS, He worked at McLean County Health Department for over 40 years (1968 – 2008), was a fastball pitcher and was inducted into the American Softball Association Hall of Fame for emeritus service in 1988; and

WHEREAS, He served the City of Bloomington well through sitting on the Library Board (10 years), Plumbing Commission (15 years), and the Board of the Bloomington Municipal Credit Union (30 years); and

WHEREAS, He and his wife, Kay, are restaurant aficionados that when he retired in 2008, he started the Bloomington-Normal Restaurant Scene on Facebook where he posted news and information of local restaurants, taverns, and grocery stores coning, going, or growing in the area; and

WHEREAS, His Bloomington-Normal Restaurant Scene page became popular not only among locals, but grew nationwide with more than 43,000 followers at the time of his death; and

WHEREAS, He was the “go to” man for all things restaurant and bar related; and

WHEREAS, He will forever be remembered by many across the City of Bloomington and far beyond for his love, dedication, and ornate ability to learn and share about restaurants, grocery stores, and anything food or beverage related; and

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, on behalf of Bloomington City Council, do hereby, proclaim and recognize Larry Carius for his exemplary contribution to the Bloomington community.

A handwritten signature in black ink that reads 'Mboka Mwilambwe'.

Mboka Mwilambwe
Mayor



A handwritten signature in black ink that reads 'Leslie Yocum'.

Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.D.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Appointments, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointment is representative of the Council's approval from the March 10, 2025, Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 4D Recognition of Appointments from 031025 Council Meeting](#)



Appointments

Human Relations Commission:

- **Jackie Young**

Public Safety and Community Relations Board:

- **Giselle Lee**



Appointments

Welcoming America Commission:
· Jishnuram Nair



PUBLIC HEARINGS ITEM NO. 7.A.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 2

SUBJECT: Public Hearing on an Annexation Agreement with BBig Solar, LLC, for Property Generally Located at the Western Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department.

RECOMMENDED MOTION: None; Presentation and Public Hearing only.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Applicant seeks approval of an Annexation Agreement, including Zoning Map Amendment, to facilitate construction of a Solar Energy Conversion Facility. The subject property consists of approximately 17 acres of vacant County-zoned R-1 land, located at the western terminus of Lutz Road, near the intersection with Greenwood Avenue.

City Code Chapter 8.5, Section 203, and 65 ILCS 5/11-15.1.1 require that the **City Council hold a public hearing prior to adopting any Annexation Agreement**. City Code also requires that Council approve or reject the Annexation Agreement on the basis of (1) the facts presented at the public hearing; (2) the recommendations of the Planning Commission; and (3) the recommendations of City Staff.

Summary of the Request:

- County R-1 (Single-Family) District to City A (Agriculture) District.
- Accessible only by substandard roads and not currently serviceable by public water or sewer.
- The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees and proximity of service.
- Low utility as row crop agriculture, due to topography and other site conditions.
- Future development of the parcel is contingent upon approvals through future subdivision and permitting process(s).
- No waivers or variations are requested or provided as part of this Agreement.

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Future" in the Emerging Areas. The Land Use Priorities Map identifies this as "Future Use", referred to as "Land not contiguous to incorporated area and without access to City services," which no longer holds true.

On January 8, 2025, the **Planning Commission (PC)** held a public hearing, on case Z-12-24, and voted **8-0-0 to recommend approval** of the Annexation Agreement and Zoning Map Amendment. No testimony was provided in opposition to the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

Notice of this action before the City Council, by Certified Mail, was sent to the following parties on March 6, 2025: Bloomington Township Fire Protection District, Golden Prairie Public Library District, Bloomington Township, and Bloomington Township Highway Commission. Additionally, the notice for this public hearing at the City Council was published in *The Pantagraph* on February 25, 2025.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will add to the City's property tax base. The Applicant will be responsible for the construction and cost of any infrastructure for development on the subject property, with tap-on fees contributing to the cost of existing water and sewer infrastructure upon further subdivision or development.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 1B Annexation Agreement](#)

[DSD 1C Legal Notice Proof of Publication](#)

[DSD 1D Certified Mail Required per 7-1-1](#)

ANNEXATION AGREEMENT

BBig Solar, LLC

Part of PIN: 21-20-100-006

Pursuant to legislative authorization found in Article 11, Division 15.1 of the Illinois Municipal Code, (65 ILCS 5/11-15.1-1 et seq.) for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and **BBig Solar, LLC**, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City. Owner shall refer to BBig Solar, LLC, their successors or assigns.

WHEREAS the Owner is the owner of approximately **17.01 acres**, less public right-of-way, with frontage on the intersection of Lutz Road / Greenwood Avenue, and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and

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

WHEREAS, said Property is not within the corporate limits of any municipality, but is contiguous to the City of Bloomington’s corporate limits; and

WHEREAS, the Property is nearly 1,000 feet from public water main and the adjacent sanitary sewer is at a depth that cannot adequately serve the Property; and,

WHEREAS, the Owner intends to lease the Property to a developer, for the establishment of a Solar Energy Conversion Facility as an interim use, until such time as public water main and additional sanitary sewer connections become more proximate to the Property; and,

WHEREAS, the Owner is desirous of having said Property zoned **A (Agriculture) District** upon annexation to the City (all Lots referenced shall include any subdivisions thereof); and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on January 8, 2025; and,

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Agreement and the included proposal(s) for Zoning Map Amendment(s) are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and,

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council adopt this Agreement and Zoning Map Amendment to A (Agriculture) District for the subject Property; and,

WHEREAS, all Public Hearings required by Sections 7-1-1 and 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 and 65 ILCS 5/11-15.1-1), and by The Code of the City of Bloomington, Illinois, 1960, have been properly conducted, and appropriate findings of fact established.

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

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the Property, identified on Exhibit "A" to the City's corporate limits, subject to approval and execution of this Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Property, including specifically, public hearings on this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

Upon Owner's Petition, the City agrees to adopt an Ordinance(s) annexing the Property, or portions thereof, described on Exhibit "A."

3. ZONING.

City agrees to zone the Property legally described on Exhibit "A", upon annexation, to the A (Agriculture) District, after approval at any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

A. **Street Access, Conditions and Improvements.** The Owner shall have the following obligations regarding streets:

- (1) Until such time as Lutz Road is improved to City standards, with necessary underlying infrastructure and adjacent sidewalks, the Property shall remain unbuildable except as a Solar Energy Conversion Facility, or other use with similar traffic and infrastructure impacts. The development upon the Property of any use that would result in the need for additional City services, such as City-provided trash pickup, or that would result in customer usage of public infrastructure or services, regardless of any future zoning map amendments that may permit them by entitlement.
- (2) Lutz Road is seasonally available for truck traffic. Any Solar Energy Conversion Facility shall be responsible for securing permission from the City Engineer for access; shall repair all damage to Lutz Road from construction traffic; and shall provide a bond with surety to assure such repairs are made.

- B. **Public Water Improvements.** The nearest Public Water Main is at least 1,000 feet away from the Property and the intended use as a Solar Energy Conversion Facility is expected to outlast this Agreement. However, the Owner shall have the following obligations regarding water improvements during the effective duration:
- (1) Right-of-Way. Any future public water mains constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) Upon the extension of a public water main to an area adjacent to the Property, the Owner may, but is not obligated to, tap such main.
 - (b) The Owner shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.
- C. **Public Sanitary Sewer Improvements.** Sanitary sewer is available near the intersection of Greenwood Ave and Lutz Rd. However, the depth will allow little of the Property to be serviced by gravity sewer. The Property will largely be served by gravity sewer coming from the southeast as that land develops in the future. The Owner shall have the following obligations regarding sanitary sewer improvements:
- (1) Right-of-Way. Any future public sanitary sewers constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) Upon the extension of a public sanitary sewer to an area adjacent to the Property may, but is not obligated to, the Owner may tap such sewer.
 - (b) The Owner shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.
- D. **Stormwater Detention** for any development of the Property in a manner requiring stormwater detention, it shall be provided as per the Manual of Practice.
- E. **Parkland Dedication and Reservation:** The Owner is not responsible for dedication or reservation of Parkland upon Annexation as A (Agriculture) District. Should the property host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due based upon the requirements of the City Code at the time entitlements are sought.

F. **Future subdivision and development** of the Property shall be by applicable governing Codes at that time.

(1) Right-of-Way. Future dedication of right-of-way for Greenwood Avenue, if required by the City, is included under this section.

(2) Decommissioning – The provisions for Decommissioning set forth in an executed Agricultural Impact Mitigation Agreement between the State of Illinois Department of Agriculture and the owner of any Commercial Solar Energy Conversion Facility project constructed on the Premises, shall override § 44-1031D of the City Code in timeline and process, provided construction begins within 5 years of the effective date of this Agreement.

G. **Annexation Fees.** The Owner is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should the Property be rezoned from the A (Agriculture) District within the lifetime of this Agreement, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.

5. **OBLIGATION TO DEVELOP PER CODE.**

In the construction and use of improvements on the subject Property the Owner shall comply with all zoning, subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. **ANNEXATION TO OTHER TAXING DISTRICTS.**

The Owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue any necessary petitions to annex the Property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. **COVENANTS AND AGREEMENTS**

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

8. **TERM**

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

9. **NOTICES**

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

To the City of Bloomington, Illinois ("City"):

City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To BBig Solar, LLC ("Owner"):

BBig Solar, LLC
2405 Fox Creek Road
Bloomington, IL 61705

With a copy to (Owner's Agent):

Elizabeth Megli
115 W. Jefferson Street, Ste 400
Bloomington, IL 61701

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Recitals incorporated. The above recitals are incorporated herein by this reference as if specifically stated in full.
- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of

assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

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

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

- N. Enforcement. The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- O. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the City or the Owner.
- P. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- Q. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Property.
- R. Execution. This Agreement may be executed in any number of counterparts (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

EXECUTED and ADOPTED this ____ day of _____, 2025, at Bloomington, Illinois.

CITY OF BLOOMINGTON

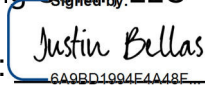
Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNER

BBig Solar, LLC

By: 

Justin Bellas, Its Authorized Manager

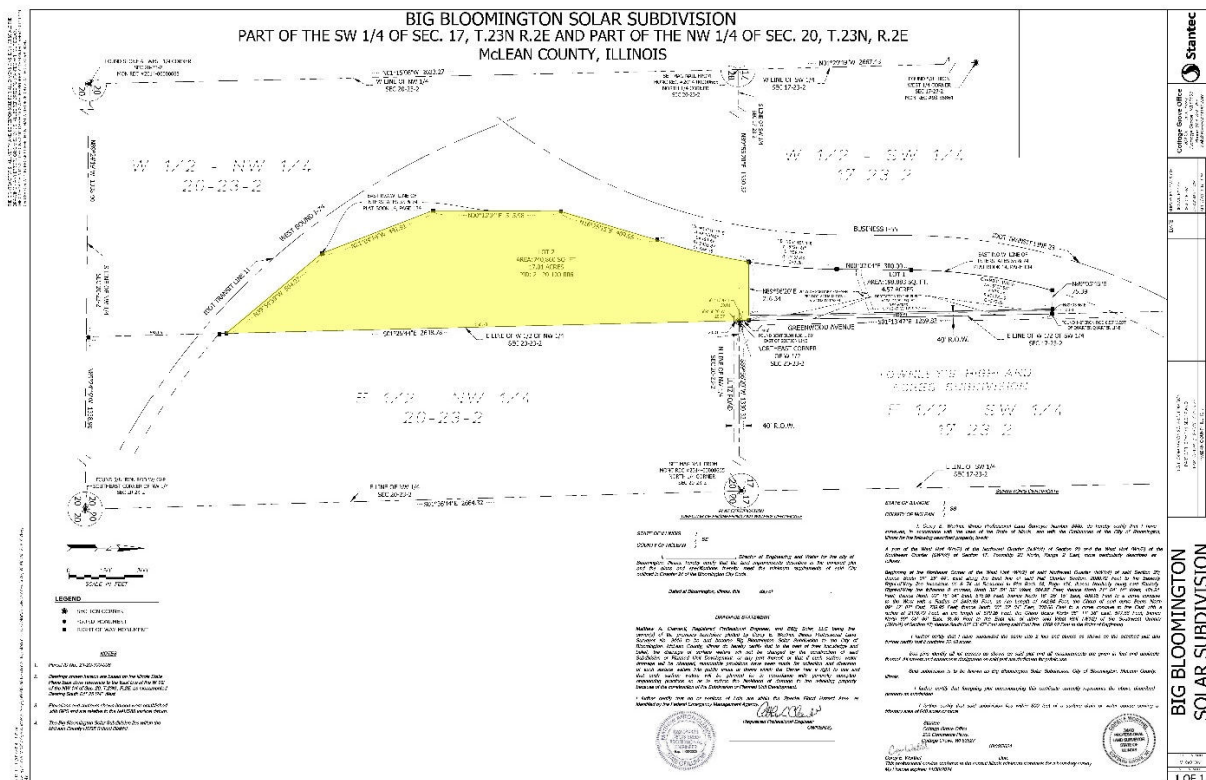
Exhibit A LEGAL DESCRIPTION

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, and Part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows:

Beginning at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South $01^{\circ} 25' 44''$ East along the East line of said West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, 2080.73 Feet to the Easterly Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 5 courses are on and along said Easterly Right-of-Way line, thence North $39^{\circ} 54' 39''$ West, 504.97 Feet; North $21^{\circ} 04' 14''$ West, 481.91 Feet; thence North $00^{\circ} 15' 34''$ East, 515.98 Feet; thence North $16^{\circ} 25' 15''$ East, 409.95 Feet; thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 384.66 Feet, the Chord Bears North $13^{\circ} 30' 17''$ East, 384.25 Feet; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of afore said Section 17, North $89^{\circ} 56' 20''$ East, 236.54 Feet to the East line of said West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South $01^{\circ} 13' 47''$ East along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning.

Part of PIN: 21-20-100-006

PLAT MAP IMAGE PROVIDED FOR REFERENCE ONLY



AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Morgan Creekmore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Pantagraph, a newspaper printed and published in the City of Bloomington, County of McLean, State of Illinois, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Feb. 25, 2025

NOTICE ID: WdhE1syXm1p22VxnF1Rn

PUBLISHER ID: COL-8001063

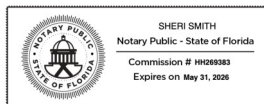
NOTICE NAME: Z-12-24 March Council

Publication Fee: 354.13

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Morgan Creekmore

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 02/25/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-12-24

Notice is hereby given that the Bloomington City Council will hold a public hearing in person in the Government Center Boardroom, 4th Floor, Room #400, 115 E. Washington St., at 6:00 P.M. on Monday, March 24, 2025, on a request submitted by BBig Solar, LLC, (2405 Fox Creek Road), for approval of an Annexation Agreement and Zoning Map Amendment, from County R-1 (Single Family Residential) to City A (Agriculture), pertaining to property generally located at the western terminus of Lutz Road, consisting of approximately 17.01 acres, legally described as: Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, and Part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South 01° 25' 44" East along the East line of said West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, 2080.73 Feet to the Easterly Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 5 courses are on and along said Easterly Right-of-Way line, thence North 39° 54' 39" West, 504.97 Feet; North 21° 04' 14" West, 481.91 Feet; thence North 00° 15' 34" East, 515.98 Feet; thence North 16° 25' 15" East, 409.95 Feet; thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 384.66 Feet, the Chord Bears North 13° 30' 17" East, 384.25 Feet; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of afore said Section 17, North 89° 56' 20" East, 236.54 Feet to the East line of said West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South 01° 13' 47" East along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning (Part of PIN: 21-20-100-006). Those wishing to provide testimony must appear in person or by a duly authorized agent or attorney. The meeting packet will be available prior to the hearing on the City's website www.bloomingtonil.gov. Questions may be directed to (309) 434-2226 ext. 5 or 115 E. Washington St., Ste 201. Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate,

or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or mhurt@cityblm.org.
2/25 COL-8001063

NOTICE

TO: Trustees of Bloomington Township and
Road Commissioner of Bloomington Township

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois:

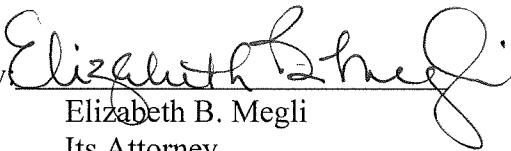
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

You may exercise jurisdiction over, adjacent to or included in the property described herein. Upon annexation, a portion of this property may, by operation of law, be disconnected from Bloomington Township.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

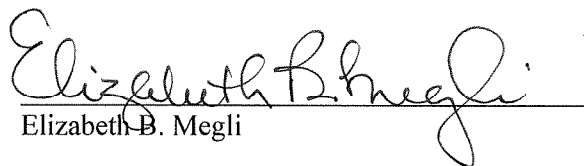
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

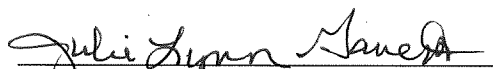
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Highway Commissioner of Bloomington Township and Board of Township Trustees of Bloomington Township, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Building 2501 Fox Creek Rd. Bloomington, IL 61705	Jennifer Capodice, Supervisor Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Jennifer Vericella, Clerk Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	David Mier, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Gary Pearl, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Mark Yontz, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Christopher Witte, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Glenn Milton Bloomington Township Contract Assessor 4125 N 1700 East Rd. Heyworth, IL 61745
Mr. Rodney Boester Road Commissioner 2501 Fox Creek Rd. Bloomington, IL 61705	


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Bloomington Township Fire Protection District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides fire protection:

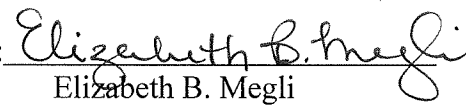
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Bloomington Township Fire Protection District. Upon annexation, this property may, by operation of law, be disconnected from the Bloomington Township Fire Protection District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

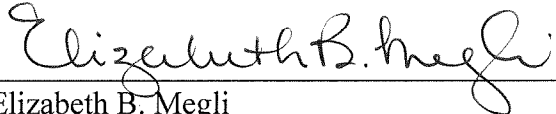
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

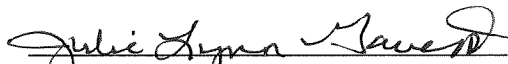
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Bloomington Township Fire Protection District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705	Chief Tom Willan Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705
--	--


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Trustees of the Golden Prairie Public Library District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides library service:

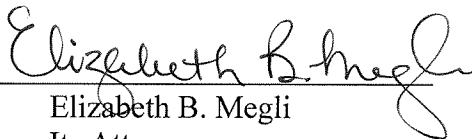
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Golden Prairie Public Library District. Upon annexation, this property may, by operation of law, be disconnected from the Golden Prairie Library District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

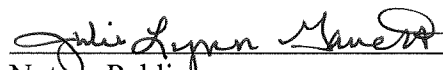
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

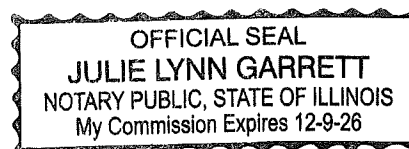
I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to Trustees of the Golden Prairie Public Library District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ary Anderson, President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Kathy Vroman, Secretary/Treasurer Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Jim Russell, Vice President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Patti Salch, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ruth Novosad, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Stephanie Walden, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Stephen Peterson, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public





PUBLIC HEARINGS ITEM NO. 7.B.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 2

SUBJECT: Public Hearing on an Annexation Agreement with Trinity Lutheran Church for Property Generally Located at the Northwestern Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department.

RECOMMENDED MOTION: None; Presentation and Public Hearing only.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

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

BACKGROUND: The Applicant seeks approval of an Annexation Agreement, including Zoning Map Amendment, to facilitate future improvement and expansion of the existing worship and educational campus to the east. The subject property consists of approximately 4.6 acres of vacant County-zoned R-1 land, located at the northwestern terminus of Lutz Road, near the intersection with Greenwood Avenue.

City Code Chapter 8.5, Section 203, and 65 ILCS 5/11-15.1.1 require that the **City Council hold a public hearing prior to adopting any Annexation Agreement**. City Code also requires that Council approve or reject the Annexation Agreement on the basis of (1) the facts presented at the public hearing; (2) the recommendations of the Planning Commission; and (3) the recommendations of City Staff.

Summary of the Request:

- County R-1 (Single-Family) District to City A (Agriculture) District.
- Accessible primarily by substandard roads and not currently serviceable by public water.
- The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees and proximity of service.
- At a strategic location for determining the future road network and development in this growing area of town.
- Future development of the parcel is contingent upon approvals through future subdivision and permitting process(s).
- No waivers or variations are requested or provided as part of this Agreement.

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Future” in the Emerging Areas. The Land Use Priorities Map identifies this as “Future Use”, referred to as “Land not contiguous to the incorporated area and without access to City services,” which no longer holds true.

On January 8, 2025, the **Planning Commission (PC)** held a public hearing, on case Z-13-24, and voted **8-0-0 to recommend approval** of the Annexation Agreement and Zoning Map Amendment. No testimony was provided in opposition to the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

Notice of this action before the City Council, by Certified Mail, was sent to the following parties on March 6, 2025: Bloomington Township Fire Protection District, Golden Prairie Public Library District, Bloomington Township, and Bloomington Township Highway Commission. Additionally, the notice for this public hearing at City Council was published in *The Pantagraph* on February 25, 2025.

FINANCIAL IMPACT: The Applicant will be responsible for the construction and cost of any infrastructure or development on the subject property. Upon the availability of water and sewer service, tap-on fees helping to pay back the cost of existing water and sewer infrastructure.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 2B Annexation Agreement](#)

[DSD 2C Legal Notice Proof of Publication](#)

[DSD 2D Certified Mail Required per 7-1-1](#)

ANNEXATION AGREEMENT
TRINITY LUTHERAN CHURCH
Part of PIN: 21-20-100-006

Pursuant to legislative authorization found in Article 11, Division 15.1 of the Illinois Municipal Code, (65 ILCS 5/11-15.1-1 et seq.) for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Contract Purchaser **Trinity Lutheran Church**, hereinafter referred to as “Purchaser” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City, with the approval of the current Property Owner BBig Solar, LLC, hereinafter referred to as “Owner”. Purchaser shall refer to Trinity Lutheran Church, their successors or assigns.

WHEREAS the Owner is the owner of approximately **4.57 acres**, less public right-of-way, with frontage on Lutz Road and Greenwood Avenue, and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and

WHEREAS, there exists a legally enforceable contract to purchase the subject Property, between the Purchaser and Owner; and

WHEREAS, the Purchaser is desirous of having the Property annexed to the City and the City is desirous of annexing said Property; and

WHEREAS, said Property is not within the corporate limits of any municipality, but is contiguous to the City of Bloomington’s corporate limits; and

WHEREAS, the Purchaser is desirous of having said premises zoned **A (Agriculture) District** upon annexation to the City; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on January 8, 2025; and,

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Agreement and the included proposal(s) for Zoning Map Amendment(s) are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and,

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council adopt this Agreement and Zoning Map Amendment to A (Agriculture) District for the subject Property; and,

WHEREAS, all Public Hearings required by Sections 7-1-1 and 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 and 65 ILCS 5/11-15.1-1), and by The Code of the City of Bloomington, Illinois, 1960, have been properly conducted, and appropriate findings of fact established.

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

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the Property, or portions thereof, identified on Exhibit "A" to the City's corporate limits, subject to approval and execution of this Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Property, including specifically, public hearings on this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

Upon Owner's Petition, the City agrees to adopt an Ordinance(s) annexing the Property, described on Exhibit "A."

3. ZONING.

City agrees to zone the Property legally described on Exhibit "A", upon annexation, to the A (Agriculture) District, after approval at any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

A. **Street** Improvements. The Purchaser shall have the following obligations regarding streets:

(1) Responsibility

- (a) The Purchaser shall be responsible for constructing or paying substandard road fees for all public roadways, adjacent to or within the subject Property, that are required by the subdivision or development thereof, provided such roadways are required and internal circulation of traffic is insufficient to meet area development and use needs.
- (b) Required right-of-way, construction standards, and fees owed will be calculated and due upon the development of the Property, based upon the requirements of the City Code at the time such approvals are sought. This provision shall extend to future owners of the Property and any lots resulting from re-subdivision or development thereof.

- B. **Public Water Improvements.** The Purchaser shall have the following obligations regarding water improvements:
- (1) Right-of-Way. Any future public water mains constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) Upon the extension of a public water main to an area adjacent to the Property, the Purchaser may, but is not obligated to, tap such main.
 - (b) The Purchaser shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.
- C. **Public Sanitary Sewer Improvements.** The Purchaser shall have the following obligations regarding sanitary sewer improvements:
- (1) Right-of-Way. Any future public sanitary sewers constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) At their option, the Purchaser may, but is not obligated to, tap the public sanitary sewer present on the southern end the Property.
 - (b) The Purchaser shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.
- D. **Stormwater Detention** for any development on the subject Property shall be provided as per the Manual of Practice.
- E. **Parkland Dedication and Reservation.** The Purchaser is not responsible for dedication or reservation of Parkland upon Annexation as A (Agriculture) District. Should the Property host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due at a rate of 1 acre per 1,000 ultimate allowable resident population, or fee in lieu at a cost of \$27,000.00 per acre owed, or portion thereof.
- F. **Future subdivision and development** of the Property shall be by applicable governing Codes at that time.
- G. **Annexation Fees.** The Purchaser is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should the property be rezoned from the A (Agriculture) District within the lifetime of this Agreement, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Property the Purchaser shall comply with all zoning, subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

The Purchaser, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue any necessary petitions to annex the Property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto. **Should the contract to purchase the subject Property not be pursued to completion, Owner shall become responsible for, and benefit from, all provisions herein allocated to the Purchaser.**

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois ("City"):

City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To Trinity Lutheran Church ("Purchaser"):

Trinity Lutheran Church
801 S. Madison Street
Bloomington, IL 61701

To BBig Solar, LLC ("Owner"):

BBig Solar, LLC
2405 Fox Creek Road
Bloomington, IL 61705

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Recitals incorporated. The above recitals are incorporated herein by this reference as if specifically stated in full.
- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced

so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

- H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- J. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- M. Authority to Execute. The City hereby warrants and represents to the Purchaser and Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Purchaser and Owner hereby warrant and represent to the City (i) that they are the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, or as otherwise acknowledged herein, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Purchaser or Owner will (a) result in a breach or default under any agreement to which the Purchaser or Owner are a party or to which they or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Purchaser or Owner or the Property is subject.
- N. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Purchaser and Owner agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the

City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

- O. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Purchaser or the Owner.
- P. Recording. After the Purchaser or Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- Q. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of the Purchaser or Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Property.
- R. Execution. This Agreement may be executed in any number of counterparts (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

EXECUTED and ADOPTED this ____ day of _____, 2025, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

PURCHASER

Trinity Lutheran Church

Signed by:

By: Scott Lage

BF01015DFE80455...

Scott Lage, President,
Board of Lay Ministry

OWNER

BBig Solar, LLC

Signed by:
By: Justin Bellas
Justin Bellas, Its Authorized Manager

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Marco Coppola, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Pantagraph, a newspaper printed and published in the City of Bloomington, County of McLean, State of Illinois, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Feb. 25, 2025

NOTICE ID: 5Lt5NaTmmlzq44gwT5Bk

PUBLISHER ID: COL-8001062

NOTICE NAME: Copy Z-13-24 January Council

Publication Fee: 339.59

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Marco Coppola

(Signed) _____

VERIFICATION

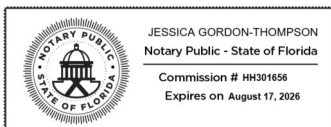
State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 02/25/2025

J. Thompson

Notary Public

Notarized remotely online using communication technology via Proof.



CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-13-24

Notice is hereby given that the Bloomington City Council will hold a public hearing in person in the Government Center Boardroom, 4th Floor, Room #400, 115 E. Washington St., at 6:00 P.M. on Monday, March 24, 2025, on a request submitted by Trinity Lutheran Church (801 S. Madison), for approval of an Annexation Agreement and Zoning Map Amendment, from County R-1 (Single Family Residential) to City A (Agriculture), pertaining to property generally located at the northwestern terminus of Lutz Road, consisting of approximately 4.57 acres, legally described as: Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows: Commencing at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence North 01° 13' 47" West along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of said Section 17, South 89° 56' 20" West, 236.54 Feet to the East Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 4 courses are on and along said East Right-of-Way line, thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 358.18 Feet, the Chord Bears North 04° 45' 14" East, 357.86 Feet; thence North 00° 32' 04" East, 300.00 Feet to a curve to the right with a radius of 2178.79 Feet, an arc length of 579.26 Feet, the Chord Bears North 08° 11' 36" East, 577.56 Feet; thence North 89° 05' 46" East, 95.40 Feet to the East line of afore said West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17; thence South 01° 13' 47" East along said East line, 1229.81 Feet to the Point of Beginning (Part of PIN: 21-20-100-006). Those wishing to provide testimony must appear in person or by a duly authorized agent or attorney. The meeting packet will be available prior to the hearing on the City's website www.bloomingtonil.gov. Questions may be directed to (309) 434-2226 ext. 5 or 115 E. Washington St., Ste 201. Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or

NOTICE

TO: Trustees of Bloomington Township and
Road Commissioner of Bloomington Township

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois:

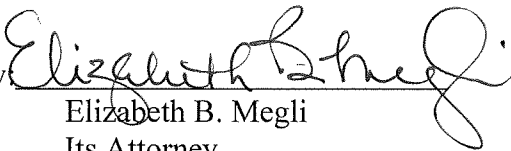
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

You may exercise jurisdiction over, adjacent to or included in the property described herein. Upon annexation, a portion of this property may, by operation of law, be disconnected from Bloomington Township.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

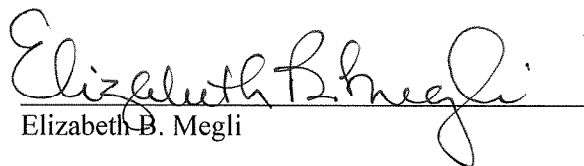
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

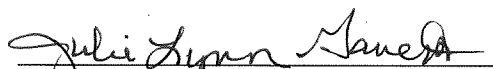
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Highway Commissioner of Bloomington Township and Board of Township Trustees of Bloomington Township, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Building 2501 Fox Creek Rd. Bloomington, IL 61705	Jennifer Capodice, Supervisor Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Jennifer Vericella, Clerk Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	David Mier, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Gary Pearl, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Mark Yontz, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Christopher Witte, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Glenn Milton Bloomington Township Contract Assessor 4125 N 1700 East Rd. Heyworth, IL 61745
Mr. Rodney Boester Road Commissioner 2501 Fox Creek Rd. Bloomington, IL 61705	


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Bloomington Township Fire Protection District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides fire protection:

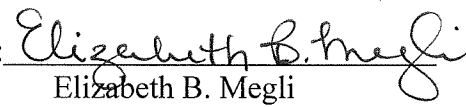
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Bloomington Township Fire Protection District. Upon annexation, this property may, by operation of law, be disconnected from the Bloomington Township Fire Protection District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

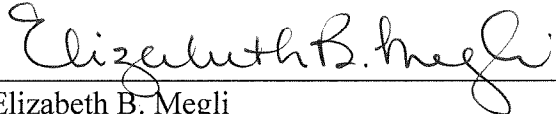
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

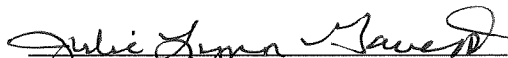
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Bloomington Township Fire Protection District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705	Chief Tom Willan Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705
--	--


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Trustees of the Golden Prairie Public Library District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides library service:

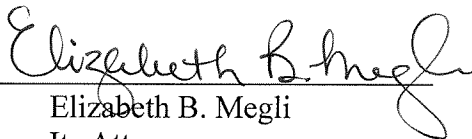
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Golden Prairie Public Library District. Upon annexation, this property may, by operation of law, be disconnected from the Golden Prairie Library District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

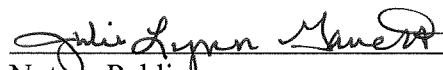
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to Trustees of the Golden Prairie Public Library District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ary Anderson, President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Kathy Vroman, Secretary/Treasurer Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Jim Russell, Vice President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Patti Salch, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ruth Novosad, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Stephanie Walden, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Stephen Peterson, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public





PUBLIC HEARINGS ITEM NO. 7.C.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the Fiscal Year 2026 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 Fiscal Year ("FY") 2026 Proposed Budget was presented to Council on March 10, 2025. The General Fund and Other Funds FY 2026 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: The Notice for the Public Hearing was posted in *The Pantagraph* on March 11, 2025.

FINANCIAL IMPACT: The FY 2026 Proposed Budget for all City funds is \$317,854,336. The Proposed Budget for FY 2026 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.

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 1B FY 2026 Fund Balance Summary](#)

PROPOSED BUDGET

SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND

(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2024	FY 2025 Projected Revenues	FY 2025 Projected Expenditures	Projected Fund Balance 4/30/2025 ^A	Projected Fund Balance Percent	FY 2026 Proposed Revenues	FY 2026 Proposed Expenditures	Net Changes to Fund Balance ^B	Projected Fund Balance Ending 4/30/2026	Projected Fund Balance Percent	Projected Fund Balance Percent Change 25-26
General Fund	\$ 49,791,480	\$ 134,610,070	\$ 147,594,103	\$ 36,807,446	24.94%	\$ 136,969,051	\$ 136,969,051	\$ (3,284,984)	\$ 33,522,452	24.47%	-8.92%
General Fund Total:	\$ 49,791,480	\$ 134,610,070	\$ 147,594,103	\$ 36,807,446	24.94%	\$ 136,969,051	\$ 136,969,051	\$ (3,284,984)	\$ 33,522,452	24.47%	-8.92%
Special Revenue:											
Motor Fuel Tax	\$ 28,495,172	\$ 5,056,874	\$ 9,843,425	\$ 23,708,621	240.86%	\$ 34,257,853	\$ 34,257,853	\$ (23,283,475)	\$ 425,146	1.24%	-98.21%
Board of Elections	\$ 1,055,416	\$ 689,474	\$ 884,327	\$ 860,563	97.31%	\$ 758,649	\$ 758,649	\$ (19,330)	\$ 841,233	110.89%	-2.25%
Drug Enforcement	\$ 1,651,519	\$ 213,800	\$ 64,520	\$ 1,800,799	2791.07%	\$ 604,450	\$ 604,450	\$ (392,450)	\$ 1,408,349	233.00%	-21.70%
Community Development	\$ (54,462)	\$ 1,238,813	\$ 1,238,813	\$ (54,462)	-4.40%	\$ 1,034,900	\$ 1,034,900	\$ -	\$ (54,462)	-5.28%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	\$ 867	\$ 236,000	\$ -	\$ 867	100.00%	\$ 415,000	\$ 415,000	\$ -	\$ 867	0.21%	0.00%
Library	\$ 4,881,952	\$ 7,698,073	\$ 7,698,073	\$ 4,881,952	63.42%	\$ 7,914,956	\$ 7,914,956	\$ -	\$ 4,881,952	61.68%	0.00%
Library Fixed Asset	\$ 1,005,770	\$ 70,000	\$ 90,842	\$ 984,928	1084.22%	\$ 321,000	\$ 321,000	\$ (251,000)	\$ 733,928	228.64%	-25.48%
Park Dedication	\$ 885,317	\$ 47,510	\$ 315,515	\$ 617,312	0.00%	\$ 34,533	\$ 34,533	\$ 9,533	\$ 626,845	1815.21%	1.54%
Empire St. Corridor TIF	\$ 803,235	\$ 580,729	\$ 240,665	\$ 1,143,299	475.06%	\$ 621,867	\$ 621,867	\$ 371,867	\$ 1,515,166	0.00%	0.00%
Downtown Southwest TIF	\$ (207,383)	\$ 16,906	\$ -	\$ (190,477)	0.00%	\$ 18,548	\$ 18,548	\$ 18,548	\$ (171,929)	0.00%	-9.74%
Downtown East Washington TIF	\$ (172,774)	\$ 51,567	\$ 32,965	\$ (154,172)	-467.68%	\$ 55,155	\$ 55,155	\$ 19,255	\$ (134,917)	0.00%	-12.49%
Downtown Redevelopment TIF	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000	\$ 5,000	\$ (5,000)	\$ (5,000)	0.00%	0.00%
Downtown Redevelopment TIF	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 5,000	\$ 5,000	\$ (5,000)	\$ (5,000)	0.00%	0.00%
Special Revenue Total:	\$ 38,344,628	\$ 15,899,747	\$ 20,645,145	\$ 33,599,230	162.75%	\$ 46,041,911	\$ 46,041,911	\$ (23,532,052)	\$ 10,067,178	21.87%	-70.04%
Debt Service:											
General Bond and Interest	\$ 2,680,790	\$ 3,428,209	\$ 2,612,630	\$ 3,496,458	133.83%	\$ 3,569,885	\$ 3,569,885	\$ 123,396	\$ 3,619,855	101.40%	3.53%
Arena Bond Redemption	\$ 1,885,679	\$ 1,971,586	\$ 1,838,218	\$ 2,019,048	109.84%	\$ 1,974,637	\$ 1,974,637	\$ 23,551	\$ 2,042,599	103.44%	1.17%
Multi-Project Bond Redemption	\$ 1,277,622	\$ 5,000	\$ 1,282,622	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Debt Service Total:	\$ 5,844,091	\$ 5,404,885	\$ 5,733,470	\$ 5,515,506	96.20%	\$ 5,544,522	\$ 5,544,522	\$ 146,947	\$ 5,662,453	102.13%	2.66%
Capital Projects:											
Capital Improvement	\$ 3,050,881	\$ 12,039,728	\$ 11,853,147	\$ 3,237,462	27.31%	\$ 11,962,735	\$ 11,962,735	\$ (2,976,727)	\$ 260,735	2.18%	-91.95%
Capital Lease	\$ (2,680,691)	\$ 1,316,331	\$ 1,316,331	\$ (2,680,691)	-203.65%	\$ -	\$ -	\$ -	\$ (2,680,691)	#DIV/0!	0.00%
Capital Improvement (Asphalt & Concrete)	\$ 112,285	\$ 11,356,014	\$ 10,484,872	\$ 983,422	9.38%	\$ 8,000,000	\$ 8,000,000	\$ (867,223)	\$ 116,199	1.45%	-98.18%
Capital Project Total:	\$ 482,475	\$ 24,712,073	\$ 23,654,355	\$ 1,540,193	6.51%	\$ 19,962,735	\$ 19,962,735	\$ (3,843,950)	\$ (2,303,757)	-11.54%	-249.56%
Enterprise:											
Water	\$ 4,045,564	\$ 37,927,830	\$ 33,471,494	\$ 8,501,900	25.40%	\$ 48,418,971	\$ 48,418,971	\$ (2,525,297)	\$ 5,976,603	12.34%	-29.70%
IM Scott Total	\$ 2,482,154	\$ 9,741,231	\$ 8,576,475	\$ 3,646,910	42.52%	\$ 10,173,477	\$ 10,173,477	\$ (1,364,837)	\$ 2,282,073	22.43%	-37.42%
Sewer	\$ 1,674,867	\$ 5,499,157	\$ 4,513,084	\$ 2,660,940	58.96%	\$ 6,156,911	\$ 6,156,911	\$ (1,381,071)	\$ 1,279,869	20.79%	-51.90%
Storm Water	\$ 1,546,333	\$ 9,132,650	\$ 9,543,313	\$ 1,135,671	11.90%	\$ 9,442,082	\$ 9,442,082	\$ (30,738)	\$ 1,104,933	11.70%	-2.71%
Solid Waste	\$ 236,906	\$ 500,000	\$ 347,255	\$ 389,651	112.21%	\$ 476,000	\$ 476,000	\$ 59,147	\$ 448,798	94.29%	0.00%
Abraham Lincoln Parking Deck	\$ 1,130,701	\$ 3,230,492	\$ 2,952,614	\$ 1,408,579	47.71%	\$ 4,007,812	\$ 4,007,812	\$ (891,720)	\$ 516,859	12.90%	0.00%
Golf Courses	\$ (427,491)	\$ 7,408,362	\$ 7,908,362	\$ (927,491)	-11.73%	\$ -	\$ -	\$ -	\$ (927,491)	-12.05%	0.00%
Bloomington Arena	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Enterprise Total:	\$ 10,689,033	\$ 73,439,722	\$ 67,312,596	\$ 16,816,159	24.98%	\$ 86,375,140	\$ 86,375,140	\$ (6,134,515)	\$ 10,681,644	12.37%	-36.48%
Internal Service Fund:											
Casualty Insurance	\$ 4,296,816	\$ 5,324,250	\$ 4,986,032	\$ 4,635,034	92.96%	\$ 5,460,600	\$ 5,460,600	\$ 18,959	\$ 4,653,992	85.23%	0.41%
Employee Insurance and Benefits	\$ 2,324,855	\$ 14,065,900	\$ 13,945,900	\$ 2,444,855	17.53%	\$ 14,621,112	\$ 14,621,112	\$ 120,000	\$ 2,564,855	17.54%	4.91%
Employee Retiree Group Healthcare	\$ 211,715	\$ 1,954,400	\$ 1,948,400	\$ 217,715	11.17%	\$ 2,029,265	\$ 2,029,265	\$ 6,000	\$ 223,715	11.02%	2.76%
Internal Service Fund Total:	\$ 6,833,386	\$ 21,344,550	\$ 20,880,332	\$ 7,297,604	34.95%	\$ 22,110,977	\$ 22,110,977	\$ 144,959	\$ 7,442,563	33.66%	1.99%
Fiduciary:											
IM Scott Total	\$ 16,198,243	\$ 790,205	\$ 790,205	\$ 16,198,243	2049.88%	\$ 850,000	\$ 850,000	\$ -	\$ 16,198,243	1905.68%	0.00%
Fiduciary Fund Total:	\$ 16,198,243	\$ 790,205	\$ 790,205	\$ 16,198,243	2049.88%	\$ 850,000	\$ 850,000	\$ -	\$ 16,198,243	1905.68%	0.00%
Total:	\$ 128,183,336	\$ 276,201,252	\$ 286,610,206	\$ 117,774,382	41.09%	\$ 317,854,336	\$ 317,854,336	\$ (36,503,605)	\$ 81,270,777	25.57%	-30.99%

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.



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the February 24, 2025, 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, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, FEBRUARY 24, 2025 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Michael Mosley	Council Member, Ward 2	Absent
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Remote, 6:02 P.M.
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Mayor Mwilambwe stated that Council Member Ward had requested to attend remotely due to professional work reasons.

Council Member Kearns made a motion, seconded by Council Member Danenberger, to allow Council Member Ward to attend remotely.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Lee, Crumpler

Motion carried.

Council Member Ward joined the meeting at 6:02 P.M.

Special Motion

Council Member Danenberger made a motion, seconded by Council Member Hendricks, to amend the regular agenda to allow the members of the City Council, Mayor, and staff to attend the vigil taking place in honor of the victims of the tragic event that occurred over the weekend, and moving Items: (1) 8.B. (Infrastructure Projects Dashboard); (2) 8.D. (Fiscal Year 2026 Budget Capitol Projects; and (3) 9 (Finance Director's Report) to the Committee of the Whole Meeting scheduled for March 17, 2025.

Council Member Montney expressed concerns with delaying discussions regarding water quality issues and planned capital projects.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Recognition/Appointments

Item 6.A. Presentation of the City of Bloomington Police Department Police Officer Commission Certificates to Officer Elexis Swartzentruber, Officer Taylor White, and Officer Whitney Bozarth Upon Completion of Their Probationary Period, as requested by the Police Department.

Police Chief Jamal Simington introduced Officers Elexis Swartzentruber, Taylor White, and Whitney Bozarth and presented each with their Police Officer Commission Certificates.

Item 6.B. Recognition of Board & Commission Appointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the appointment of Sreenivas Poondru, Liquor Commission.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. The following emailed public comment: (1) Kay Lanter; (2) Kathy Olson; (3) Brian Walsh; and (4) Skye Baker. The following spoke in-person: (1) Gary Lambert; (2) Zack Carlson; (3) Quinlan Tisdale; and (4) Noah Tang.

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 Hendricks made a motion, seconded by Council Member Danenberger, to approve the Consent Agenda as presented.

Item 7.A. Consideration and Action to Approve the Minutes of the January 27, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$9,450,003.08, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Item 7.D. Consideration and Action on a Resolution Approving the First Amendment for the FY 2025 Utility Maintenance Project (Bid #2024-44) Agreement with George Gildner, Inc., Increasing the Total Amount of the Bid by \$193,275.06, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 033

A RESOLUTION APPROVING THE FIRST AMENDMENT FOR THE FY 2025 UTILITY MAINTENANCE PROJECT (BID #2024-44) AGREEMENT WITH GEORGE GILDNER, INC., INCREASING THE TOTAL AMOUNT OF THE BID BY \$193,275.06

Item 7.E. Consideration and Action on a Resolution Approving an Intergovernmental Agreement (IGA) with the Bloomington and Normal Water Reclamation District (BNWRD) for Wastewater Treatment, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 034

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT (BNWRD) FOR WASTEWATER TREATMENT

Item 7.F. Consideration and Action on a Resolution Approving the Purchase of Radios for the Fire Department, from Motorola Solutions, in the Amount of \$135,536.37, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 035

A RESOLUTION APPROVING THE PURCHASE OF RADIOS FOR THE FIRE DEPARTMENT, FROM MOTOROLA SOLUTIONS, IN THE AMOUNT OF \$135,536.37

Item 7.G. Consideration and Action on a Resolution Approving a Unit Price Agreement with Calgon Carbon Corporation, for Premium Powdered Activated Carbon (Bid #202522), and Authorizing Purchase(s) under the Agreement Not to Exceed \$62,500, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 036

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH CALGON CARBON CORPORATION, FOR PREMIUM POWDERED ACTIVATED CARBON (BID #202522), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$62,500

Item 7.H. Consideration and Action on a Resolution Approving a Unit Price Agreement with Carus LLC, for Sodium Hexametaphosphate (Bid #202522), and Authorizing Purchase(s) under the Agreement not to Exceed \$47,500, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 037

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH CARUS LLC, FOR SODIUM HEXAMETAPHOSPHATE (BID #202522), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$47,500

Item 7.I. Consideration and Action on a Resolution Approving a Unit Price Agreement with Pencco, Inc., for Hydrofluosilicic Acid (Bid #2025-22), and Granting Authority for Purchase in Fiscal Years 2026, 2027, and 2028, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 038

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH PENCCO, INC., FOR HYDROFLUOSILICIC ACID (BID #2025-22), AND GRANTING AUTHORITY FOR PURCHASE IN FISCAL YEARS 2026, 2027, AND 2028

Item 7.J. Consideration and Action on a Resolution Approving a Unit Price Agreement with Linde, Inc. for Carbon Dioxide (Bid #202522), and Authorizing Purchase(s) Under the Agreement Not to Exceed \$215,000, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 039

A RESOLUTION APPROVING A UNIT PRICE AGREEMENT WITH LINDE, INC. FOR CARBON DIOXIDE (BID #202522), AND AUTHORIZING PURCHASE(S) UNDER THE AGREEMENT NOT TO EXCEED \$215,000

Item 7.K. Consideration and Action on a Resolution Approving an Agreement with G.A. Rich & Sons, Inc., for the PJ Keller Highway Watermain Replacement (Bid #2025-28), in the Amount of \$494,960, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 040

A RESOLUTION APPROVING AN AGREEMENT WITH G.A. RICH & SONS, INC., FOR THE PJ KELLER HIGHWAY WATERMAIN REPLACEMENT (BID #2025-28), IN THE AMOUNT OF \$494,960

Item 7.L. Consideration and Action on a Resolution Approving an Agreement with Automatic Fire Sprinkler, for the Installation of a Fire Sprinkler System at the Creativity Center, Located on 107 E. Chestnut St. (Bid #2025-29), in the Amount of \$84,225, as requested by the Arts & Entertainment Department and the Arts & Entertainment Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 041

A RESOLUTION APPROVING AN AGREEMENT WITH AUTOMATIC FIRE SPRINKLER, FOR THE INSTALLATION OF A FIRE SPRINKLER SYSTEM AT THE CREATIVITY CENTER, LOCATED ON 107 E. CHESTNUT ST. (BID #2025-29), IN THE AMOUNT OF \$84,225

Item 7.M. Consideration and Action on a Resolution Rejecting the Sole Bid Received for Bid #2025-25, Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Stark Excavating, Inc. for Wylie Drive and Maple Hill Road Intersection Improvements, as requested by the Engineering Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 042

A RESOLUTION REJECTING THE SOLE BID RECEIVED FOR BID #2025-25, AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS, AND AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH STARK EXCAVATING, INC. FOR WYLIE DRIVE AND MAPLE HILL ROAD INTERSECTION IMPROVEMENTS

Item 7.N. Consideration and Action on an Ordinance Approving the First Amendment for the FY2025 Sewer Rehabilitation (Bid #2025-07) Agreement with Hoerr Construction, Inc., in the Amount of \$226,700.40, as requested by the Engineering Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 015

AN ORDINANCE APPROVING THE FIRST AMENDMENT FOR THE FY2025 SEWER REHABILITATION (BID #2025-07) AGREEMENT WITH HOERR CONSTRUCTION, INC., IN THE AMOUNT OF \$226,700.40

Item 7.O. Consideration and Action on an Application from Green Top Grocery Cooperative, d/b/a Green Top Grocery, located at 921 E. Washington St., Requesting Approval of a Change in Classification from a Class PAS (Package, All Types of Alcohol, and Sunday Sales) to a Class PAPS (Package, All Types of Alcohol, On or Off Premises, and Sunday Sales), as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Regular Agenda

Item 8.A. Consideration and Action on an Ordinance Waiving the Formal Bidding Requirements and Approving an Agreement with Front and Center Property, LLC for the Purchase of a Downtown Parking Complex in the Amount of \$3,929,189.14, and Approving an Agreement Regarding the Donation of Certain Real Property, as requested by the Administration Department.

Mayor Mwilambwe noted that the deterioration of the properties had been long-standing issues for the City. He emphasized that the Ordinance presented provided an opportunity to redevelop the properties and contribute to the beatification of the Downtown.

City Manager Jeff Jurgens explained the proposed plan and walked through the agreements with Front and Center Property LLC, as well as with Consolidated Properties LLC.

Senior Deputy City Manager Billy Tyus shared that, while surface parking had not been the City's first desire, the temporary parking lots would be a significant help to support the increased visitors and events in the Downtown area including the Arena. He also mentioned that the parking lots would provide support for the planned housing development in the former Commerce Bank building.

Mayor Mwilambwe politely interrupted the presentation to ask for everyone present to join him in a moment of silence held in honor of the vigil starting offsite for the four individuals who had their lives taken over the weekend.

A moment of silence was held.

The presentation continued following the moment of silence.

City Manager Jurgens explained that the City had been trying for years to get the Front and Center, DUI Countermeasures, and Elk's buildings redeveloped, but that the poor condition of the properties had made it very difficult. HE discussed some of the struggles with the buildings over the years and went on to explain how the proposed Item, if approved, would give the City control of the properties, allowing the existing structures to be demolished for future redevelopment. He then discussed the agreements in more detail and stressed that obtaining control of the properties further provided the City the opportunity to facilitate redevelopment.

Council Member Becker expressed support for the project and emphasized the need for the agreements ensuring timely completion of the projects. He also expressed hope of involving local union leaders as plans were finalized. Sr. Deputy City Manager Tyus confirmed the agreements called for timely project completion.

Council Member Montney and City Manager Jurgens discussed how the surface parking proposed would be monetized similar to the City's parking garages.

Council Member Hendricks acknowledged concerns expressed about surface parking, stating that he, too, had emphasized to staff that the long-term result could not be parking. He trusted staff were committed to pursuing development opportunities and stated that he would continue to advocate for development.

Council Member Kearns and Sr. Deputy City Manager Tyus discussed measures staff had taken to avoid similar future situations of buildings being left vacant for extended periods. He noted the City's Vacant Properties Ordinance that allowed staff to inspect vacant buildings.

Council Member Montney made a motion, seconded by Council Member Crumpler, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2025 - 016

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH FRONT AND CENTER PROPERTY, LLC FOR THE PURCHASE OF A DOWNTOWN PARKING COMPLEX IN THE AMOUNT OF \$3,929,189.14, AND APPROVING AN AGREEMENT REGARDING THE DONATION OF CERTAIN REAL PROPERTY

Item 10.B. Presentation and Discussion of the Infrastructure Projects Dashboard, as requested by the Engineering Department and the Administration Department.

This Item was tabled to the Committee of the Whole scheduled for March 17, 2025.

Item 10.C. Consideration and Action on Approve a Resolution Enter into a Joint Funding Agreement for Federally Funded Construction of Hamilton Road, from Bunn Street to Commerce Parkway, in the Amount of \$16,531,082, as requested by the Engineering Department.

City Manager Jurgens introduced the Item and asked Jim Karch, Interim Director of Engineering, to address Council.

Interim Director Karch provided an overview of the project, stating it had been in the works for 25 years. He noted the project also included a Constitution Trail component and would complement the upcoming Fox Creek Road improvement project.

Council Member Becker and Interim Director Karch discussed negotiations with the involved railroad that had been a long-standing challenge. Interim Director Karch shared those negotiations had been finalized to accommodate the project moving forward.

City Manager Jurgens and Interim Director Karch noted the closure of a dangerous intersection at Roads Lane and Morrissey Drive would also be remedied via project.

Council Member Montney made a motion, seconded by Council Member Lee, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

RESOLUTION NO. 2025 - 043

A RESOLUTION TO ENTER INTO A JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED CONSTRUCTION OF HAMILTON ROAD, FROM BUNN STREET TO COMMERCE PARKWAY, IN THE AMOUNT OF \$16,531,082

Item 10.D. Presentation and Discussion of the Fiscal Year 2026 Budget Capital Projects, as requested by the Finance Department.

This Item was tabled to the Committee of the Whole scheduled for March 17, 2025.

Finance Director's Report

This Item was tabled to the Committee of the Whole scheduled for March 17, 2025.

City Manager's Discussion

City Manager Jurgens provided an update on recent water quality issues noting that while some residents were not experiencing taste and odor problems, it was clear too many in the community were, which was unacceptable. He stated that the City was taking the issue extremely serious and was exploring temporary solutions that could be implemented as early as the following week, as well as looking into reactivating an old filtration system.

Council Member Montney asked where the public could find the most recent information on the water issues. City Manager Jurgens shared a banner could be clicked at the top of the City's website.

Mayor's Discussion

No discussion was held.

Council Member's Discussion

No discussion was held.

Executive Session

No Executive Session was held.

Adjournment

Council Member Ward made a motion, seconded by Council Member Hendricks, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:24 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$8,459,605.53, 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 \$8,459,605.53 (Payroll total \$3,348,670.68, Accounts Payable total \$4,883,972.04, Bank Transfers total \$68,988.05, and Procurement Card Purchases total \$157,974.76).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

[FIN 2B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/7/2025	\$ 2,716,050.10	\$ 632,620.58	\$ 3,348,670.68

Off Cycle Adjustments	\$ -	\$ -	\$ -
	PAYROLL TOTAL		\$ 3,348,670.68

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS
3/24/2025	AP General	\$ 4,431,885.47	1/03/2025-2/02/2025 \$ 157,974.76
3/24/2025	AP JMScott	\$ -	
3/24/2025	AP Comm Devel	\$ 43,056.90	
3/24/2025	AP IHDA	\$ -	
3/24/2025	AP Library	\$ 44,536.80	
3/24/2025	AP MFT	\$ 58,412.40	
3/05/2025-3/14/2025	Out of Cycle AP	\$ 306,080.47	
2/10/2025-3/14/2025	AP Bank Transfers	\$ 68,988.05	
	AP TOTAL	\$ 4,952,960.09	
			PCARD TOTAL \$157,974.76

GRAND TOTAL	\$ 8,459,605.53
--------------------	------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Approving Appointment and Reappointments to Boards and Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointment and Reappointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointment and reappointments of:

Central Illinois Regional Airport Board of Commissioners: Jay Groves' appointment, if approved, is effective 05-01-25, with an expiration date of 04-30-29 and John Allen's appointment, if approved, is effective 05-01-25, with an expiration date of 04-30-28.

Special Commission for Safe Communities: Kevin Crutcher's appointment, if approved, is effective immediately, with an expiration date of 04-30-27.

Citizens' Beautification Commission: Daniel Freburg's and Jennifer Aurora's reappointments, if approved, are effective 05-01-25 with an expiration date of 04-30-28.

Cultural Commission: Shweta Shukla's, Katherine Browne's, Peter Pontius', and Crystal Bricker's reappointments, if approved, are effective 05-01-25 with an expiration date of 04-30-28.

Historic Preservation Commission: Sarah Lindenbaum's reappointment, if approved, is effective 05-01-25 with an expiration date of 04-30-28.

Housing Authority Board: Orman Jones' and Tim Brock's reappointments, if approved, are effective 05-01-25 with an expiration date of 04-30-30.

Japanese Sister City: Bennett Morris' and Katherine Scheck's reappointments, if approved, are effective 05-01-25 with an expiration date of 04-30-28.

Library Board of Trustees: Georgene Chissell's and Craig McCormick's reappointments, if approved, are effective 05-01-25 with an expiration date of 04-30-28.

Planning Commission: Jacqueline Beyer's reappointment, if approved, is effective 05-01-25

with an expiration date of 04-30-28.

Public Safety & Community Relations Board: Arthur Taylor's reappointment, if approved, is effective 05-01-25 with an expiration date of 04-30-28.

Zoning Board of Appeals: Nikki Williams' reappointment, if approved, is effective 05-01-25 with an expiration date of 04-30-28.

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

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 5B B&C Roster](#)

SPECIAL COMMISSION FOR SAFE COMMUNITIES ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Special Commission For Safe Communities	Commissioner	Kaitlyn	Selman	10/9/2025	10/9/2023	2023	true
Active	Special Commission For Safe Communities	Commissioner	Cathy	Lust	10/9/2025	10/9/2023	2023	true
Active	Special Commission For Safe Communities	Commissioner	Aron	Klein	10/9/2025	10/9/2023	2023	true
Active	Special Commission For Safe Communities	Commissioner	Elizabeth	German	10/9/2025	10/9/2023	2023	true
Active	Special Commission For Safe Communities	Commissioner	John Scott	Denton	10/9/2025	10/9/2023	2023	true
Active	Special Commission For Safe Communities	Commissioner	Timothy	Harris	10/9/2025	10/9/2023	2023	true
Active	Special Commission for Safe Communities	Commissioner	Ryan	Bertrand	5/9/2026	5/13/2024	2024	true
Vacant	Special Commission For Safe Communities	Commissioner						
Vacant	Special Commission For Safe Communities	Commissioner						

CITIZENS' BEAUTIFICATION COMMITTEE ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022	true
Active	Citizens Beautification	Co-Chair	Daniel	Freburg	4/30/2025	5/23/2022	2018	true
Active	Citizens Beautification	Commissioner	Margaret	Kraft	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2025	7/11/2022	2022	true
Active	Citizens Beautification	Commissioner	Fredrick	Marling	4/30/2025	2/27/2023	2023	true
Active	Citizens Beautification	Commissioner	Michaela	Kent	10/23/2026	10/23/2023	2023	true
Active	Citizens Beautification	Commissioner	Joni	Painter	4/30/2027	5/13/2024	2021	true
Active	Citizens Beautification	Chair	Gina	Lavazza	4/30/2027	5/13/2024	2022	true
Active	Citizens Beautification	Commissioner	Izola	Tyus	4/30/2027	2/26/2024	2024	true
Active	Citizens Beautification	Commissioner	Jackie	Young	4/30/2028	2/24/2025	2025	true
Vacant	Citizens Beautification	Commissioner						
Vacant	Citizens Beautification	Commissioner						

CULTURAL COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2025	8/28/2023	2020	true
Active	Cultural Commission	Commissioner	Katherine	Browne	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Peter	Pontius	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Crystal	Bricker	4/30/2025	3/11/2024	2024	true
Vacant	Cultural Commission				4/30/2025			
Active	Cultural Commission	Commissioner	Angelique	Racki	4/30/2026	10/14/2024	2016	true
Active	Cultural Commission	Commissioner	Dallas	Long	4/30/2026	8/28/2023	2023	true
Active	Cultural Commission	Commissioner	Amber	Collins	4/30/2026	12/9/2024	2024	true
Active	Cultural Commission	Chair	Faisal	Rashid	4/30/2027	5/13/2024	2023	true
Vacant	Cultural Commission	Commissioner						
Vacant	Cultural Commission	Commissioner						

HISTORIC PRESERVATION COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Historic Preservation Commission	Chair	Greg	Koos	4/30/2025	5/23/2022	2020	true
Active	Historic Preservation Commission	Commissioner	Sarah	Lindenbaum	4/30/2025	5/1/2023	2023	true
Active	Historic Preservation Commission	Commissioner	John	Elterich	4/30/2026	5/22/2023	2021	true
Active	Historic Preservation Commission	Vice Chair	Paul	Scharnett	4/30/2026	5/22/2023	2017	true
Active	Historic Preservation Commission	Commissioner	Emma	Meyer	4/30/2026	5/1/2023	2023	true
Active	Historic Preservation Commission	Commissioner	Mark	Adams	1/22/2027	1/24/2024	2024	true
Active	Historic Preservation Commission	Commissioner	Dawn	Peters	4/30/2027	5/13/2024	2020	true

HOUSING AUTHORITY BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Housing Authority Board	Commissioner	Orman	Jones	4/30/2025	10/28/2024	2024	true
Active	Housing Authority Board	Commissioner	Tim	Brock	4/30/2025	10/28/2024	2024	true
Active	Housing Authority Board	Board Member	Ina	Perkins	4/30/2026	4/12/2021	2021	true
Active	Housing Authority Board	Chair	Betty	Middleton	4/30/2027	5/23/2022	2019	true
Active	Housing Authority Board	Board Member	Diana	Lewis	4/30/2029	4/22/2024	2024	true

JAPANESE SISTER CITY COMMITTEE ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Japanese Sister City Committee	Committee Member	Bennett	Morris	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Katherine	Scheck	4/30/2025	2/27/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Sarah	Adelman	10/9/2025	10/9/2023	2023	true
Active	Japanese Sister City Committee	Committee Member	Brenda	Guest	4/30/2026	5/22/2023	2018	true
Vacant	Japanese Sister City Committee				4/30/2026			true
Vacant	Japanese Sister City Committee				4/30/2026			true
Vacant	Japanese Sister City Committee				4/30/2026			
Active	Japanese Sister City Committee	Committee Member	Dawn	McBride	4/30/2027	5/13/2024	2018	true
Active	Japanese Sister City Committee	Committee Member	Steven	Campbell	4/30/2027	5/13/2024	2021	true
Active	Japanese Sister City Committee	Committee Member	Justin	Tirone	4/30/2027	3/11/2024	2024	true

LIBRARY BOARD OF TRUSTEES ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Library Board of Trustees	Trustee	Alicia	Henry	4/30/2025	4/25/2022	2016	true
Active	Library Board of Trustees	Trustee	Georgene	Chissell	4/30/2025	6/10/2024	2024	true
Active	Library Board of Trustees	Trustee	Craig	McCormick	4/30/2025	6/24/2024	2024	true
Active	Library Board of Trustees	Treasurer	John	Argenziano	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	President	Catrina	Parker	4/30/2026	4/24/2023	2018	true
Active	Library Board of Trustees	Member	Ashlee	Sang	4/30/2026	10/28/2024	2024	true
Active	Library Board of Trustees	Secretary	Dianne	Hollister	4/30/2027	4/8/2024	2017	true
Active	Library Board of Trustees	Trustee	Sharon	Zeck	4/30/2027	4/22/2024	2024	true
Active	Library Board of Trustees	Member	Alok	Hoonka	4/30/2027	2/24/2025	2025	true

PLANNING COMMISSION ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Planning Commission	Vice-Chair	Jacqueline (Jackie)	Beyer	4/30/2025			true
Active	Planning Commission	Chair	Justin	Boyd	4/30/2025	8/28/2023		true
Active	Planning Commission	Member	Thomas	Krieger	4/30/2026	4/10/2023		true
Active	Planning Commission	Member	Anna	Patino	4/30/2026	5/22/2023		true
Active	Planning Commission	Member	Mark	Muehleck	4/30/2026	8/28/2023	2020	true
Active	Planning Commission	Member	David	Lewis	4/30/2026		05/22/2023	true
Active	Planning Commission	Member	Goverdhan	Galpalli	4/30/2027	6/24/2024	01/10/2022	true
Active	Planning Commission	Member	William	Peradotti	4/30/2027	6/24/2024	05/22/2023	
Active	Planning Commission	Member	Mary Ann	Cullen	4/30/2027	6/24/2024	08/14/2023	true

PUBLIC SAFETY & COMMUNITY RELATIONS BOARD ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Public Safety & Community Relations Board	Board Member	Arthur	Taylor	4/30/2025	4/25/2022	2017	true
Active	Public Safety & Community Relations Board	Board Member	Ashley	Farmer	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Rachel	McFarland	4/30/2026	2/27/2023	2021	true
Active	Public Safety & Community Relations Board	Board Member	Sean	Murphy	4/30/2026	6/24/2024	2024	true
Active	Public Safety & Community Relations Board	Youth Member	Yvett	Hernandez	4/30/2026	2/24/2025	2025	true
Active	Public Safety & Community Relations Board	Youth Member	Giselle	Lee	4/30/2026	3/10/2025	2025	true
Active	Public Safety & Community Relations Board	Board Member	Tylan	Smith	1/22/2027	1/24/2024	2024	true
Active	Public Safety & Community Relations Board	Board Member	William	Bennett	4/30/2027	10/14/2024	2017	true

ZONING BOARD OF APPEALS ROSTER:

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Zoning Board of Appeals	Board Member	Nikki	Williams	4/30/2025	5/23/2022	2020	false
Active	Zoning Board of Appeals	Board Member	Zachary	Zwaga	4/30/2025	7/11/2022	2022	true
Active	Zoning Board of Appeals	Chair	Michael	Straza	4/30/2026	8/28/2023	2020	true
Active	Zoning Board of Appeals	Board Member	Victoria	Harris	4/30/2026	8/28/2023	2017	true
Active	Zoning Board of Appeals	Board Member	Matt	Steinkoenig	4/30/2026	10/28/2024	2024	true
Active	Zoning Board of Appeals	Board Member	John	Poling	4/30/2026	10/28/2024	2024	true
Active	Zoning Board of Appeals	Board Member	Terry	Ballantini	4/30/2027	5/13/2024	2018	true



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with JG Stewart Contractors, Inc., for FY 2025 Community Development Block Grant (CDBG) South Sidewalks Phase I (Bid #2025-30), in the Amount of \$86,527.46, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will enter into an agreement with JG Stewart Contractors, Inc. ("Stewart") for the FY 2025 Community Development Block Grant South ("CDBG") Sidewalks Phase I Project, which is part of the multi-year South Sidewalks Project. The proposed agreement for Phase I will repair the sidewalk through a stretch of US 51, from Oakland Avenue to Wood Street. Work will involve the replacement of 4,050 square feet of substandard public sidewalks (average-to-good sidewalks will be left intact).

The bid package included a Base Bid and two Additive Alternates for this project. The Additive Alternates increased the Base Bid quantities, which were included in this bid package in case the City received favorable pricing. Staff recommends approving an agreement that includes the Base Bid, Additive Alternate 1, and Additive Alternate 2 due to favorable pricing.

The Department created the South Sidewalks Project to benefit neighborhoods with high numbers of low-to-moderate-income households. The South Sidewalks Project centers on key pedestrian locations within the "Regeneration Area" identified by the City of Bloomington Comprehensive Plan 2035. The Department seeks to use CDBG funding for the South Sidewalks Project, which includes the replacement of a substandard public sidewalk directly south of Downtown Bloomington along an 8-block area that the Department has identified as a high-need area using Census and Illinois Department of Housing and Urban Development (HUD) data.

The project was advertised by the City to solicit complete bids. Bids were received until 10:00 a.m. on Wednesday, February 5, 2025, electronically via the City's e-Procurement Portal, OpenGov. Stewart was the lowest responsible bidder among the two bids opened on February 5th. All bidders are local firms, and therefore the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. Contingency is included in the bid and shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on January 17, 2025.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with JG Stewart Contractors, Inc., for FY 2025 Community Development Block Grant (CDBG) South Sidewalks Phase I (Bid #2025-30), in the Amount of \$86,527.46. This will be paid from the Community Development-Capital Improvement Sidewalk Construction and Improvement account (22402440-72560-52000). Stakeholders can locate information on this account in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 23.

Respectfully submitted for consideration.

Prepared by: Kimberly Rayburn, Civil Engineer

ATTACHMENTS:

[ENG 1B Resolution](#)

[ENG 1C Resolution - Exhibit A - Agreement](#)

[ENG 1D Bid Tab](#)

[ENG 1E Map](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH JG STEWART CONTRACTORS, INC. FOR FY2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SOUTH SIDEWALKS PHASE I (BID #2025-30), IN THE AMOUNT OF \$86,527.46

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with JG Stewart Contractors, Inc. be approved for the FY2025 Community Development Block Grant (CDBG) South Sidewalks Phase I (Exhibit A), in the amount of \$86,527.46 ("PROJECT"); and

WHEREAS, PROJECT consists of work necessary to install approximately 4,050 square feet of sidewalk, and a contingency line item; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement.

NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City

PASSED this 24th day of March 2025

APPROVED this ____ day of March 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
JG Stewart Contractors, Inc.

FOR
FY2025 CDBG South Sidewalks Phase I

THIS AGREEMENT, dated this ____ day of _____ March _____, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and JG Stewart Contractors, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:

2025-30: FY2025 CDBG South Sidewalks Phase I (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. 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 as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "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 an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

JG Stewart Contractors, Inc.
Attn: Pamela West
2201 W Oakland Ave
Bloomington, IL 61705
(309) 829-2964

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's 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 attorney's fees (including expert witness fees).

Section 28. 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 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice President

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the successful completion of the contract. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 20 calendar days of the Notice to Proceed submission. All work shall be completed by June 27, 2025.

The project consists primarily of the following major work items:

1. Approximately 3,359 SQ FT Sidewalk Removal
2. Approximately 75 SQ FT High-Early-Strength Portland Cement Concrete Sidewalk, 8"
3. Approximately 240 SQ FT High-Early-Strength Portland Cement Concrete Sidewalk, 6"
4. Approximately 2,965 SQ FT Portland Cement Concrete Sidewalk, 6"
5. Approximately 79 SQ FT Portland Cement Concrete Sidewalk Ramps, 6"

The proposed improvements for the additive alternate bids include sidewalk removal and replacement along Center St from MacArthur Ave. to Wood St.

EXHIBIT B
COSTS/FEES

Base Bid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	2965	SQ FT	\$11.00	\$32,615.00
42400800	DETECTABLE WARNINGS	10	SQ FT	\$37.00	\$370.00
44000200	DRIVEWAY PAVEMENT REMOVAL	26	SQ YD	\$29.16	\$758.16
44000600	SIDEWALK REMOVAL	3359	SQ FT	\$3.20	\$10,748.80
COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6"	79	SQ FT	\$26.00	\$2,054.00
COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LUMP SUM	\$5,000.00	\$5,000.00
COB80000	CONTINGENCY	1	LUMP SUM	\$10,000.00	\$10,000.00
COB60605	BARRIER YARD CURB, SPECIAL	115	LF	\$64.00	\$7,360.00
COB42300700	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	26	SQ YD	\$115.00	\$2,990.00
COB42400500	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 6"	240	SQ FT	\$11.50	\$2,760.00
COB42400600	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 8"	75	SQ FT	\$12.50	\$937.50
SUBTOTAL					\$75,593.46

Additive Alternate 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	360	SQ FT	\$11.00	\$3,960.00
44000600	SIDEWALK REMOVAL	360	SQ FT	\$3.20	\$1,152.00
SUBTOTAL					\$5,112.00

Additive Alternate 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	410	SQ FT	\$11.00	\$4,510.00
44000600	SIDEWALK REMOVAL	410	SQ FT	\$3.20	\$1,312.00
SUBTOTAL					\$5,822.00

TOTAL \$ 86,527.46

EXHIBIT C
CERTIFICATE OF INSURANCE

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EXHIBIT D
FEDERAL PREVAILING WAGE
STATEMENT

HUD Requirements, Davis-Bacon Wages and Labor Standards Apply

Davis Bacon Wage Rates and Labor Standards apply to this Project, the contractor must agree to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A wage determination (WD) is a set of wages, fringe benefits, and work rules that the U.S. Department of Labor has ruled to be prevailing for a given labor category in a given locality.

In addition, contractors are required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be included in the Bid Documents for each project that is let out to bid.

Contractor must:

1. Comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
2. Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
3. Comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)
4. Comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
5. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
6. Maintain standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
7. Contractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination and the Davis-Bacon poster (WH-1321) on the work site in a prominent and accessible place where they can be easily seen by the workers.



EVALUATION TABULATION
ITB - PLA No. Bid 2025-30
FY2025 CDBG South Sidewalks Phase I
RESPONSE DEADLINE: February 5, 2025 at 10:00 am
Report Generated: Thursday, February 6, 2025

SELECTED VENDOR TOTALS

Vendor	Total
JG Stewart Contractors, Inc.	\$86,527.46
George Gildner Inc.	\$106,204.55

BASE BID

Base Bid					George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	2965	SF	\$13.75	\$40,768.75	\$11.00	\$32,615.00
X	42400800	DETECTABLE WARNINGS	10	SF	\$37.00	\$370.00	\$37.00	\$370.00
X	44000200	DRIVEWAY PAVEMENT REMOVAL	26	SY	\$40.50	\$1,053.00	\$29.16	\$758.16
X	44000600	SIDEWALK REMOVAL	3359	SF	\$4.70	\$15,787.30	\$3.20	\$10,748.80
X	COB42401	PORTLAND CEMENT CONCRETE SIDEWALK RAMP, 6"	79	SF	\$28.00	\$2,212.00	\$26.00	\$2,054.00
X	COB70100	TRAFFIC CONTROL AND PROTECTION, COMPLETE	1	LS	\$5,350.00	\$5,350.00	\$5,000.00	\$5,000.00

EVALUATION TABULATION
 ITB - PLA No. Bid 2025-30
 FY2025 CDBG South Sidewalks Phase I

		Base Bid			George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	COB80000	CONTINGENCY	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
X	COB60605	BARRIER YARD CURB, SPECIAL	115	LF	\$65.00	\$7,475.00	\$64.00	\$7,360.00
X	COB42300700	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	26	SY	\$162.00	\$4,212.00	\$115.00	\$2,990.00
X	COB42400500	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 6"	240	SF	\$14.25	\$3,420.00	\$11.50	\$2,760.00
X	COB42400600	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK, 8"	75	SF	\$18.00	\$1,350.00	\$12.50	\$937.50
Total						\$91,998.05		\$75,593.46

ADDITIVE ALTERNATE BID 1

		ADDITIVE ALTERNATE BID 1			George Gildner Inc.		JG Stewart Contractors, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	360	SF	\$13.75	\$4,950.00	\$11.00	\$3,960.00
X	44000600	SIDEWALK REMOVAL	360	SF	\$4.70	\$1,692.00	\$3.20	\$1,152.00
Total						\$6,642.00		\$5,112.00

ADDITIVE ALTERNATE BID 2

EVALUATION TABULATION
ITB - PLA No. Bid 2025-30
FY2025 CDBG South Sidewalks Phase I

ADDITIVE ALTERNATE BID 2									
Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		JG Stewart Contractors, Inc.		Total
					Unit Cost	Total	Unit Cost	Total	
X	42400300	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	410	SF	\$13.75	\$5,637.50	\$11.00	\$4,510.00	
X	44000600	SIDEWALK REMOVAL	410	SF	\$4.70	\$1,927.00	\$3.20	\$1,312.00	
Total						\$7,564.50		\$5,822.00	

South Sidewalks Project: Phase I Construction





CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 1 and City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Evapar, for the Installation and Supporting Equipment for a Generac Industrial Generator at the Miller Park Zoo Katthoefer Animal Building (KAB) and Rainforest Building, in the Amount of \$214,287.03, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

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

BACKGROUND: Miller Park Zoo is located in Miller Park at 1020 South Morris Avenue. The Miller Park Zoo is a regional destination hosting Bloomington residents and visitors from all around the State of Illinois. Miller Park Zoo received its Association of Zoos and Aquariums ("AZA") accreditation on September 14th, 2024. During the inspection process, the lack of permanent backup power sources for the Katthoefer Animal Building ("KAB") and Rain Forest Building was noted by the inspectors. Currently, Miller Park Zoo has 2 small portable generators which are not adequate to provide power and life safety operations for the zoological collection in these buildings. This new backup power system, provided by Evapar, will ensure the safety of both employees and animals during a short or extended power outage.

Evapar representatives were on site in September of 2024 and provided a thorough evaluation of Miller Park Zoo's backup power needs. Multiple areas were identified. Zoo leadership decided to focus on the largest area with the most interior animal holding first which is the KAB and Rain Forest areas.

The Sourcewell Joint Purchasing Contract (#092222-GNR, exp. 11/22/2026) will be utilized to complete the generator purchase.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Sourcewell, Billy Cummings with Evapar

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Evapar in the amount of \$214,287.03, utilizing the Sourcewell Joint Purchasing Group Contract #092222-

GNR. These funds are included in the Park Dedication-Other Capital Improvement account (24104100-72620). Stakeholders can locate information on this account in the FY 2025 Budget Book titled "Other Funds and Capital Improvement" on pages 43, 223, 238, and 240.

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Director of Parks & Recreation

ATTACHMENTS:

[P&R 1B Resolution](#)

[P&R 1C Resolution - Exhibit A - Agreement](#)

[P&R 1D Qoute](#)

[P&R 1E Confirmation of Valid Quote](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH EVAPAR FOR MILLER PARK ZOO
KATTHOEFER ANIMAL BUILDING AND RAINFOREST BUILDING GENERATOR AND
SUPPORTING EQUIPMENT IN THE AMOUNT OF \$214,287.03**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Evapar, be approved for the Miller Park Zoo Katthoefer ("KAB") Animal Building and Rainforest Building (Exhibit A), in the amount of \$214,287.03; and

WHEREAS, Miller Park Zoo KAB and Rainforest Generator and Supporting Equipment will provide backup power for animals and staff during short or extended power outages; and

WHEREAS, Evapar and the City are both members of Sourcewell Joint Purchasing Group; and

WHEREAS, this work was recommended by the 2024 Association of Zoos and Aquariums (AZA) inspections team; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

**NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

Evapar

FOR

Miller Park Zoo KAB / Rainforest Generator

THIS AGREEMENT, dated this 25 day of February, 2025, is between the City of Bloomington, IL (hereinafter "CITY") and Evapar (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:



This Agreement was not subject to a formal solicitation process by the CITY.



This Agreement was subject to the following procurement initiative by the CITY:

_____ (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:



This Agreement does not require the furnishment of any bonds by the VENDOR.



This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. 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 as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "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 an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Evapar
Attn: Billy Cummins
4219 Earth City EXPY
Earth City, MO 63045
billy.cummins@evapar.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's 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 attorney's fees (including expert witness fees).

Section 28. 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 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

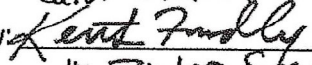
By: 
Its _____
Power Generation
Sales Consultant
By: 
Its Power Systems Mgr.

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Generator installation at Miller Park Zoo. This will be a natural gas generator capable of powering the Rainforest exhibit, Katthoefer Animal Building, Katthoefer kitchen and Katthoefer commons in the event of a power outage. Quoted price includes drawings, prints and manuals. Quoted price includes start up of equipment, testing, and employee training. Please refer to Evapar Quotation # BC02232025-1 for more information.

EXHIBIT B
COSTS/FEES

\$214,287.03 to Evapar for services rendered as outlines in Exhibit A.

**St. Louis Office**

4219 Earth City Expy.
Earth City, MO 63045
Ph: 314-739-8700
Fax: 812-867-2388

To:	Derri Kerrick City of Bloomington Parks and Recreation Project Manager 309-275-1633 Sourcewell # 25014	Quotation #:	BC02232025-1
		Date:	February 23, 2025
		Ref:	KAB / Rain Forest

We are pleased to quote the following new equipment for your consideration:

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 6 cylinder 14.2L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 230kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Natural Gas fuel system
- Permanent Magnet Excitation
- UL2200
- EPA Non Emergency Certified
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - CE
 - FCC
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7” Resistive Color Touchscreen
 - Built-in Webserver
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel

- Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
- Programmable I/O
- Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, trending, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any industrial grade transfer switch
- Primary MLCB, 100% Rated LSI Electronic Trip
 - PDF43K0800B2N
 - 800 Amp
- Secondary MLCB, 100% Rated LSI Electronic Trip
 - 300 Amp
- Battery Heating Pads
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC, forced-circulation type
- Alternator Strip Heater
- Baseframe Bottom Cover Plates, Aluminum, for rodent protection and airflow control
- Crankcase Oil Heater
- Flex Fuel Line, shipped loose
- Industrial Connectivity Gateway Device
- Oil Temp Sender
- Vapor Recovery Heater
- 8 Function Alarm Relay Panel
- 21-Light Remote Annunciator, Surface Mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- 3 Owner's Manuals
- 5-Year Comprehensive Warranty

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 800 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency

- Engine Warmup
- Return to Utility
- Engine Cooldown
- Transfer on Exercise
- 3 Owner's Manuals
- Kick Plate
- Surface Mount Remote Annunciator
- 4 Sets of Form C Aux Cont
- (4) 4/0-500 MCM CB Lugs
- IBC Seismic Certified
- Specific Breaker
- Withstand and Close-On Rating - 100kA Specific Breaker
- Enclosure Heater
- UL Listed 1008 by ETL
- Steel Controller Door
- NEMA 3R Enclosure
- Service Entrance Rated
- Specific Breaker
- In Phase Only Transfer
- Five Year Extended Warranty
- TX301NS0800G3CH

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- 300 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2 or 3-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Surface Mount Remote Annunciator
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Specific Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- NEMA 3R Enclosure
- Service Entrance Rated
- Specific Breaker
- In Phase Only Transfer
- Five Year Extended Warranty

TOTAL NET PRICE: \$214,287.03

Sourcewell # 092222-GNR

Notes:

1. Evapar has included up to 90 days of storage for the proposed equipment once it has completed manufacturing. After 90 days storage fees will be added to the above proposal monthly.
2. Weber install (2) ATS's. Includes pad for 800A ATS.
3. Weber furnish and install raceways, conductors, and terminations to (2) ATS's and generator.
4. Weber furnish and install raceways, conductors, and terminations from ATS's to utility feed and load side panel.
5. Weber furnish and install raceways, conductors, and terminations the 21 Light Remote Annunciator, Remote Emergency Stop Switch, Alternator Strip Heater, Battery Heating Pad, Battery Charger, Engine Coolant Heater, Crankcase Oil Heater.
6. Includes trenching and backfill to 300A ATS.
7. Weber to Install ATS.
8. All generators to be set by "The City"..
9. All gas lines by "The City"..
10. Excludes pads and leveling for generators (alternate bid below for concrete pads). *add \$7,000

Price Includes:

- 1) Prints, drawings and manuals
- 2) Battery, Oil, and Antifreeze
- 3) Freight Allowed-FOB: Factory, unloaded by others
- 4) Start up, Test, and Training after Installation
 - * Start Up covers One Day (1) on site during normal business hours.
 - If additional trips or time is required for reasons beyond our scope, then additional charges may apply.

Notes:

- 1) Applicable Taxes NOT Included
- 2) Shipment: 16-22 Weeks After Receipt of Order
- 3) Terms: Net 30 Days With Approved Credit
- 4) Additional 3% fee on any Credit Card Payments.
- 5) Above proposal is valid for 30 days.

Billy Cummins
Power Systems Sales Consultant

EVAPAR
THE POWER PEOPLE SINCE 1912

217-299-6583 cell

314-739-8700 office

812-867-2388 fax

www.evapar.com

Evansville, IN – Indianapolis, IN – Ft. Wayne, IN – Louisville, KY – Memphis, TN – St. Louis, MO

Re: Miller Park Zoo KAB/Rainforest Generator

From David Lamb <dlamb@cityblm.org>

Date Mon 3/10/2025 2:11 PM

To David Lamb <dlamb@cityblm.org>

From: Billy Cummins <billy.cummins@evapar.com>

Sent: Wednesday, February 26, 2025 3:52 PM

To: Derri Kerrick <dkerrick@cityblm.org>

Cc: Jeff Hindman <jhindman@cityblm.org>; Jeremey Meints <jmeints@cityblm.org>; David Lamb <dlamb@cityblm.org>; Keith Findley <kfindley@evapar.com>

Subject: RE: Miller Park Zoo KAB/Rainforest Generator

Derri,

Attached is a signed copy of the City Agreement.

You should have also received a copy of our insurance, but I am attaching it again just in case anyone was missed.

As soon as I have the "prevailing wage statement" I will forward that along as well.

We have will be waiting for your release after the final procurement processes before we do anything else on our end.

As per my earlier email with Jeff, "this price will still be good through March 24, 2025, when it is scheduled to go through the final procurement processes."

As always, please let me know if you have any questions or need anything else.

Thank you,

Billy Cummins

EVAPAR

217-299-6583 cell

314-739-8700 office

812-867-2388 fax

www.evapar.com

From: Derri Kerrick <dkerrick@cityblm.org>

Sent: Tuesday, February 25, 2025 1:16 PM

To: Billy Cummins <billy.cummins@evapar.com>

Cc: Jeff Hindman <jhindman@cityblm.org>; Jeremey Meints <jmeints@cityblm.org>; David Lamb <dlamb@cityblm.org>

Subject: Miller Park Zoo KAB/Rainforest Generator

Billy,

Please have the attached agreement signed and returned. We will also need a copy of Liability Insurance and a prevailing wage statement. Please reach out with any questions.

Thank You

Derri Kerrick
City of Bloomington Parks and Recreation Project Manager
309-275-1633



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Ecology Action Center (EAC), for the Coordination of Household Hazardous Waste (HHW) Collection Program, in the Amount of \$6,344 for FY 2025, and Two Additional Years to be Adjusted by the Lesser of 3% or the Net Percentage Increase in the Consumer Price Index (CPI), as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Public Works is recommending the approval of an intergovernmental agreement between the City of Bloomington, the Town of Normal, and the County of McLean, the Bloomington-Normal Water Reclamation District ("BNWRD"), and the Ecology Action Center ("EAC"), from February 1, 2025, to January 31, 2028, for the coordination of HHW Program and related services, in the amount of \$6,344 per year. Annual renewal is automatically renewed on a calendar year basis unless any party otherwise indicates.

	2025	2026	2027
Bloomington	\$6,344	\$6,344	\$6,344
Normal	\$6,344	\$6,344	\$6,344
McLean County	\$6,344	\$6,344	\$6,344
BNWRD	\$6,344	\$6,344	\$6,344

The total cost of the agreement for all years and all parties is \$75,000. The HHW Program will be split evenly between Bloomington, Normal, McLean County, and BNWRD. January 1, 2026, and January 1, 2027, annual payments shall be adjusted by the lesser of 3% or the net percentage increase in the consumer price index (CPI)

The EAC acts as the solid waste agency for the City of Bloomington, Town of Normal, and McLean County. In this role, the EAC coordinates community-wide solid waste planning, performs education and outreach to increase recycling, offers comprehensive recycling and waste information for area residents and businesses, provides a free smartphone or browser app for 24-hour access to recycling information, and coordinates HHW services for the McLean County area.

Bloomington has limited service in the area of HHW collection. These materials are contaminants that cannot be legally disposed of in the landfill. The same is true for Normal and McLean County. Rather than each government entity creating its own programs, the municipal governments have turned to the EAC to lead this effort through periodic special collections. This agreement formalizes this arrangement and provides a funding mechanism. The service is valuable and should be provided as a way that dissuades people from illegally placing the materials into their household waste.

This proposed IGA will provide funding for HHW collection events to be coordinated by the EAC for calendar years 2025, 2026, and 2027. As part of this intergovernmental agreement, the EAC will also provide the specific HHW coordination services to the City, Town, County, and District as outlined in Appendix A of the agreement and complete the following requirements: (1) post-collection event reports to Bloomington, Normal, the McLean County Board Land Use Committee, and the District; (2) reporting to the IEPA if required; and (3) periodic reports to the waste advisory committee if needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EAC, BNWRD, Town of Normal, McLean County.

FINANCIAL IMPACT:

If approved, the City will enter into an IGA with the Ecology Action Center for Household Hazardous Waste (HHW) Collection Program. The total cost to all parties in year one of this agreement is \$25,376. The cost will be split between the City of Bloomington, the Town of Normal, and the Bloomington Normal Water Reclamation District equally at \$6,344 per year. The City portion will be paid out of the Solid Waste-Other Purchased Services account (54404400-70690). Stakeholders can locate this information in FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page number 162. If approved, future year commitments will be included by Public Works in the appropriate Solid Waste Fund budget.

Respectfully submitted for consideration.

Prepared by: Katie Stamp, Office Manager

ATTACHMENTS:

[PW 1B Resolution](#)

[PW 1C Resolution - Exhibit A - IGA](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ECOLOGY ACTION CENTER (EAC), FOR THE COORDINATION OF HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION PROGRAM, IN THE AMOUNT OF \$6,344 FOR FY 2025, AND TWO ADDITIONAL YEARS TO BE ADJUSTED BY THE LESSER OF 3% OR THE NET PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX (CPI)

WHEREAS, subject to the provisions of the City Code, City staff are recommending an intergovernmental agreement (“IGA”) with Ecology Action Center (“EAC”) be approved for the Household Hazardous Waste (“HHW”) Collection Program (Exhibit A), in the amount of \$6,344 in FY 2025, and two additional years where the amount will be adjusted by the lesser of 3% or the net percentage increase in the Consumer Price Index (“CPI”); and

WHEREAS, the IGA would allow the EAC to act as the solid waste agency for the City of Bloomington, Town of Normal, and McLean County. In this role, the EAC coordinates community-wide solid waste planning, performs education and outreach to increase recycling, offers comprehensive recycling and waste information for area residents and businesses, provides a free smartphone or browser app for 24-hour access to recycling information, and coordinates HHW services for the McLean County area; and

WHEREAS, the IGA would be for the period of February 1, 2025, to January 31, 2028; and

WHEREAS, the City of Bloomington (“City”), Town of Normal, and McLean County have limited service for HHW collection because the materials are contaminants that cannot be legally disposed of in the landfill; and

WHEREAS, the EAC acts as the solid waste agency for the City, Town of Normal, and McLean County and coordinates HHW events and services; and

WHEREAS, HHW events and services are valuable and are provided in a way that dissuades people from illegally placing HHW materials in their household garbage; and

WHEREAS, the City Council finds it in the best interest of the City to approve the IGA.

NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the IGA, and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This agreement is entered into this 1st day of February, 2025, by and between the City of Bloomington, Town of Normal, and County of McLean, Bloomington-Normal Water Reclamation District (hereinafter referred to as the "City", "Town", "County" and "District"), and the Ecology Action Center (hereinafter referred to as the "Center")

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the administration and implementation of the McLean County Household Hazardous Waste Program, hereafter referred to as the "Program", to include coordination of annual household hazardous waste (HHW) collection events for the City, Town, County, and District.

B. Period of Agreement:

The agreement commences February 1, 2025 and ends January 31, 2028. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Any party may terminate its involvement in this agreement for any reason with a minimum of sixty (60) days written notice to the other parties. The termination by any one party will not result in a termination of the agreement as to other parties bound by its terms.

C. Services:

1. City, Town, County, and District

City, Town, County, and District shall:

- a. provide program guidance and oversight; and
- b. provide primary funding for the project in accordance with item "D" of this agreement; and
- c. provide direct assistance with HHW event needs where appropriate including usage of traffic barricades, police for traffic control on public roadways, etc.

2. Center

The Center shall:

- a. coordinate annual HHW collection events for the residents of the City, Town, County, and District in 2025, 2026, and 2027 when HHW services are available from the Illinois Environmental Protection Agency;
- b. provide the specific HHW coordination services to the City, Town, County, and District as outlined in Appendix A;
- c. complete the following reporting requirements: 1) post-collection event reports to Bloomington, Normal, the McLean County Board Land Use and Transportation Committee, and the District; 2) reporting to the Illinois Environmental Protection Agency if required; and 3) periodic reports to the EAC's waste advisory committee as needed.
- d. continue efforts to improve access to proper Household Hazardous Waste disposal to include possible development of a local permanent HHW collection facility;

- e. in the absence of Illinois Environmental Agency support for HHW collection events, the Center shall notify the City, Town, County, and District. If IEPA support is unavailable or anticipated to be unavailable for two or more years and no public HHW collection facility exists within a 60-mile radius from the address of the Center, the Center shall request a revision of this agreement with the City, Town, County, and District to resume local funding as the primary financial support for local HHW collection events.

D. Project Costs:

1. Assuming the continued availability of HHW financial support from the Illinois Environmental Protection Agency on an annual or biennial basis, the most significant costs for McLean County Household Hazardous Waste collection events are borne by the State of Illinois. These costs include the contracting of a qualified vendor to collect, bulk, transport, and dispose of household hazardous wastes collected at a one-day HHW event and the "host generator" long-term liability for the perpetual disposal of these materials.
 2. Secondary to these primary expenses, the Center incurs direct and indirect costs to include marketing, event supplies, site rental, appointment software, staff time in coordinating, promoting, and hosting this program, and overhead costs. Current annual costs average \$25,000 or less, with three-year program costs totaling \$75,000.
 3. The annual contract cost of the "Program" will be split evenly by the City, Town, County, and District. Annual payments of \$6,344.00 shall be made by the City, Town, County, and District by March 1 pending receipt of an invoice from the Center by February 15. Beginning January 1, 2026, such annual payment shall be adjusted effective January 1st of each year by the lesser of 3% or the net percentage increase in the CPI computed for the 12-month period beginning January 1 and ending December 31 of the preceding calendar year. For purposes of this paragraph, "CPI" means the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
 4. Upon receipt by the Center, all public HHW program funds shall be designated as restricted funds within the "McLean County HHW Fund-Public" held by the Center within a separate banking account.
 - a. Any interest earned by this account will be also be considered restricted funds for HHW purposes.
 - b. At the end of the Agreement period, unused public program funds will be returned to the City, Town, County and District unless re-designation for one or more related purposes is mutually agreed upon at that time by all parties.
 - c. It is understood by all parties that payment in support of this Agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, County, and District General Revenue Funds. Furthermore, it is also understood that the Center's ability to execute this Agreement is contingent upon the continued renewal of the "Solid Waste Program Agreement".
 5. In the absence of Illinois EPA funding, the Center will solicit private contributions to supplement public HHW funding; these private contributions will be designated as restricted funds for HHW purposes and be held in a separate bank account.
- E. The Center shall save and hold the City, Town, County, and District (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action,

claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance under this Agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, County, and/or District and/or its agents and employees, or by insurance provided by the aforementioned government bodies.

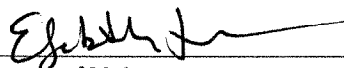
- F. This Agreement may only be modified by mutual consent of the parties hereto, agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

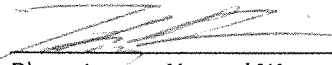
Date



County of McLean

2-13-25

Date



Bloomington-Normal Water
Reclamation District

2-14-2025

Date

Ecology Action Center

Date

APPENDIX A Services Provided

The Center shall:

- a. perform the following coordination services in providing for a HHW collection annually during the Agreement:
 - submit requests for annual one-day HHW collection events to the Illinois Environmental Protection Agency;
 - identify and secure permission for usage of an appropriate event site;
 - secure permits and/or permission from the Illinois Environmental Protection Agency as required;
 - recruit and coordinate sufficient personnel to staff the non-hazardous needs of the collection event;
 - publicize collection utilizing traditional media and social media;
 - maintain opt-in email notification service to notify community residents of upcoming HHW collection opportunities;
 - adhere to all applicable laws and regulations;
 - design and manage collection events to minimize traffic issues or other hazards on public roadways; and
 - promote other regional HHW collection events when open to local residents.
- b. provide for the financial management of the program to include:
 - application for HHW collection funding from the Illinois Environmental Protection Agency or other potential funding sources that become available;
 - solicitation of private donations and commercial sponsorships to supplement public funding as appropriate;
 - the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
 - accounting of HHW public program funds as restricted funds designated for the "McLean County HHW Fund" held in a separate account by the Center; and
- c. provide for the administration of the program to include:
 - the submission of annual reports to the City, Town, County, and District on the activities conducted in compliance with the Agreement;
 - the submission of any required reports to the Illinois Environmental Protection Agency (IEPA);
 - the invoices for services performed in accordance with item "D" of this Agreement; and
 - the reporting of program activities to the EAC waste advisory committee and local government entities as requested.

APPENDIX B
Anticipated Program Budget 2025-2027

HHW Program Revenue

2025	Bloomington	\$6,344
2025	Normal	\$6,344
2025	McLean County	\$6,344
2025	Bloomington-Normal Water Reclamation District	\$6,344
2026	Bloomington	\$6,344
2026	Normal	\$6,344
2026	McLean County	\$6,344
2026	Bloomington-Normal Water Reclamation District	\$6,344
2027	Bloomington	\$6,344
2027	Normal	\$6,344
2027	McLean County	\$6,344
2027	Bloomington-Normal Water Reclamation District	\$6,344
	TOTAL	\$76,122

HHW Program Expenses

2024	HHW event costs beyond existing HHW funding reserves	\$1,122
2025	HHW Disposal (in-kind support from Illinois EPA)	\$0
2025	Printing	\$2,000
2025	Promotions	\$8,000
2025	Event Supplies	\$2,000
2025	Site Rental	\$7,200
2025	Administration and Coordination	\$5,800
2026	HHW Disposal	\$0
2026	Printing	\$2,000
2026	Promotions	\$8,000
2026	Event Supplies	\$2,000
2026	Site Rental	\$7,200
2026	Administration and Coordination	\$5,800
2027	HHW Disposal	\$0
2027	Printing	\$2,000
2027	Promotions	\$8,000
2027	Event Supplies	\$2,000
2026	Site Rental	\$7,200
2027	Administration and Coordination	\$5,800
	TOTAL	\$76,122

Exhibit A

Contractor Certification
For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. CONFLICT. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District officer or employee has any interest in the proceeds of this contract.
2. BRIBERY. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. DEBARMENT. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. SARBANES-OXLEY. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. BID RIGGING/BID ROTATING. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. DELINQUENT PAYMENTS. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District.
7. RECORDS. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. HUMAN RIGHTS ACTS. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. NON-DISCRIMINATION. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. DBE. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. PATRIOT ACT. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is 37-1157100.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal, City of Bloomington, or County of McLean held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this _____ day of _____, 20____.

Contractor



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 3, Ward 4, and Ward 5

SUBJECT: Consideration and Action on (1) a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), for Illinois Route 9 Improvements, in an Amount Not to Exceed \$1,227,050; and (2) a State Motor Fuel Tax (MFT) Funding Resolution for Illinois Route 9 Improvements, in the Amount of \$1,227,050, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolutions be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will enter into an intergovernmental agreement ("IGA") with the Illinois Department of Transportation ("IDOT") and submit a State Motor Fuel Tax ("MFT") Funding Resolution to pay for a portion of the Illinois Route 9 (Empire Street) Improvements project. The project, led by IDOT, is out for bid and has an estimated cost of \$22 million. This project includes:

- Resurfacing on 1.836 miles of Illinois Route 9 (Empire Street), from Towanda Avenue to Carnahan Drive (excluding the Veterans Drive intersection) and removing and reinstalling curb and gutter in select locations;
- Widening at the Hersey Road intersection for additional turn lanes and resurfacing Hersey Road for approximately 1,000 feet to the north and approximately 800 feet to the south of Empire Street;
- Constructing a new, 10-foot-wide sidewalk/path along the north side of Illinois Route 9 (Empire Street) for the entire length of the project;
- Reconstructing sidewalk ramps throughout the project limits to meet current accessibility requirements;
- Replacing all traffic signal equipment, including mast arms, signal controller cabinet, underground conduits, and wiring, with equipment that meets current standards, adding pedestrian signals, and installing new emergency vehicle preemption equipment along Illinois Route 9 (Empire Street) at all intersections except at Veterans Parkway; and,
- Adjusting/replacing various storm sewer structures as necessary.

Although the intersections included in this project are on a State route, the Illinois

Administrative Code stipulates that the costs for traffic signal upgrades are shared between the State and the local agency the intersection is located within. In addition, per IDOT policy, the municipality is responsible for funding 100% of the costs of parking lanes, emergency vehicle pre-emption, and traffic signal equipment painting.

IDOT estimated the City's share of the project cost to be \$853,600 for the construction portion, and \$128,040 for preliminary, design, and construction engineering, totaling \$981,640. While the IGA is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual, final construction costs. The proposed MFT Resolution covers 125% of the estimated costs, which is \$1,227,050. IDOT estimates that this amount will be enough to cover bids that may be slightly over their construction estimate and to account for variations between the estimated contract quantity and the final, as-constructed quantity of the work.

IDOT will open bids on April 25, 2025, with the contract expected to be awarded one to two months later. Once the contract is awarded, the City will pay 80% of the amount obligated under the proposed IGA to IDOT. The project is anticipated to take two years, with construction being completed in spring/summer 2027. Upon completion of the work, the City will pay IDOT the remaining balance due based on the final actual cost of construction.

This construction contract is the second part of a larger project by IDOT to upgrade Illinois Route 9, from Dr. Martin Luther King Jr. Drive to Carnahan Drive. Construction on the first section from Dr. Martin Luther King Jr. Drive to Hinshaw Avenue began in May 2024 and is expected to be completed later this year. Additional information about this overall project is available on the [City's project webpage](#).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an IGA with IDOT and a State MFT Resolution, in the amount of \$1,227,050, for IL Route 9 (Empire Street) Improvements. This will be paid out of the State Motor Fuel Tax-Street Construction & Improvement account (20300300-72530). Although not budgeted in FY 2025, Engineering suggests using a portion of State MFT funds currently available due to delays in other State MFT Projects. Staff will monitor and adjust/request a budget amendment later in the fiscal year if needed once more cost information for other State MFT-funded projects are known. Stakeholders can locate the State MFT Budget in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" beginning on page 6.

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:

[ENG 1B Resolution](#)

[ENG 1C Resolution - Exhibit A - Agreement](#)

[ENG 1D MFT Resolution](#)

[ENG 1E Location Map](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT), FOR ILLINOIS ROUTE 9
IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$1,227,050**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement (“IGA”) between the City of Bloomington and the Illinois Department of Transportation (“IDOT”) for the Illinois Route 9 Road Project from Towanda Avenue to Carnahan Drive (Exhibit A), in an amount not to exceed \$1,227,050 (“PROJECT”); and

WHEREAS, the PROJECT is being facilitated by IDOT to enhance the free flow of traffic and help insure safety to the motoring public; and

WHEREAS, the PROJECT consists of work necessary for removing the hot-mix asphalt surface, hot-mix asphalt resurfacing, patching, removing and replacing curb and gutter, replacing sidewalk curb ramps, constructing a new 10-foot wide multi-use path, modernizing existing traffic signals throughout the project limits, including installing new emergency vehicle preemption equipment, and performing other necessary, associated work; and

WHEREAS, the PROJECT contributes to City’s Strategic Plan objectives to have better quality roads and sidewalks and partnering with others for the most cost-effective service; and

WHEREAS, the intersections included in this PROJECT are on a State route, the Illinois Administrative Code stipulates that the costs for traffic signal upgrades are shared between the State and the local agency the intersection is located within. In addition, per IDOT policy, the municipality is responsible for funding 100% of the costs of parking lanes, emergency vehicle pre-emption, and traffic signal equipment painting; and

WHEREAS, IDOT estimated the City's share of the project cost to be \$853,600 for the construction portion, and \$128,040 for preliminary, design, and construction engineering, totaling \$981,640. While the IGA is based on estimated costs, the actual amount due to IDOT from the City will be based on the actual, final construction costs; and

WHEREAS, once IDOT awards the contract, the City will pay 80% of the amount obligated under the proposed IGA to IDOT and upon completion of the work, the City will pay IDOT the remaining balance due based on the final actual cost of construction; and

WHEREAS, the City Council finds it in the best interest of the City to approve the IGA.

**NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the IGA, MFT Funding Resolution, and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

FAU 6416 (Hershey Road) &
FAP 693 (ILL 9 / Empire Street)
Section (FR)RS-3
City of Bloomington
McLean County
Job No. C-95-033-21
Agreement No. JN-52025505
Contract No. 70F21

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20 25, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of BLOOMINGTON, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 9,692.21 feet of ILL 9 / Empire Street (FAP 693) from West of Towanda Avenue to Carnahan Drive and Hershey Road (FAU 6416) from Lamon Drive to Castleton Drive in Bloomington, State Section (FR)RS-3 by patching, PCC curb and gutter removal / replacement, HMA surface removal, designed HMA overlay, widening/resurfacing of Hershey Road, incidental sideroad resurfacing, ADA curb ramp upgrades, constructing a new 10 foot wide PCC multi-use path along the north side of Empire, overhead sign structure foundation repairs, new retaining walls, adjusting / replacing various storm sewer structures as necessary, modernizing / replacing traffic signals at the intersections of: FAP 693 (Empire Street) and: FAU 6412/FAP 693/MUN 8345 (Towanda Avenue); FAU 6414 (Fairway Drive); FAU 6427 (Service Drive); FAP 693 (NW Veterans Ramp); FAP 704 (Veterans Parkway); FAP 693 (SE Veterans Ramp); FAU 6415/MUN 9090 (Prospect Road/Mt Vernon Drive); MUN 9130/MUN 9180 (Gettysburg Drive/Williamsburg Drive); FAU 6416 (Hershey Road); Fire Station Number 3; and MUN 9570 (Eastport Court/Drive), and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments as hereinafter stipulated. The STATE will negotiate and/or coordinate with the railroad for adjustment of the railroad facilities.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Reimbursable Items	FEDERAL		ESTIMATED CITY COST		STATE MATCH		TOTAL COST
All Construction *	\$13,752,000	80%	\$0	0%	\$3,438,000	20%	\$17,190,000
Towanda Avenue Signal Modernization	\$465,600	80%	\$29,100	5%	\$87,300	15%	\$582,000
Fairway Drive Signal Modernization	\$428,000	80%	\$53,500	10%	\$53,500	10%	\$535,000
Service Drive Signal Modernization	\$365,600	80%	\$45,700	10%	\$45,700	10%	\$457,000
Mt Vernon Drive / Prospect Road Signal Modernization	\$412,800	80%	\$51,600	10%	\$51,600	10%	\$516,000
Gettysburg Drive / Williamsburg Drive Signal Modernization	\$415,200	80%	\$51,900	10%	\$51,900	10%	\$519,000
Hershey Road Signal Modernization	\$613,600	80%	\$76,700	10%	\$76,700	10%	\$767,000
Fire Station Number 3 Signal Modernization	\$268,800	80%	\$67,200	20%	\$0	0%	\$336,000
Eastport Drive/Court Signal Modernization	\$551,200	80%	\$68,900	10%	\$68,900	10%	\$689,000
Traffic Signal Equipment Painting and Emergency Vehicle Preemption Equipment	\$0	0%	\$409,000	100%	\$0	0%	\$409,000
Sub Total	\$17,272,800		\$853,600		\$3,873,600		\$22,000,000
Engineering Cost (15% of total participation items)	N/A		\$128,040		N/A		\$128,040
Total Estimated Cost	\$17,272,800		\$981,640		\$3,873,600		\$22,128,040

*Excluding other items listed

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. CITY participation toward the work shall not exceed \$1,227,050 which represents 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay for its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.

5. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement, a copy of which is attached hereto as "Exhibit C".
8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached hereto as "Exhibit D".

9. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along FAP Route 693 without the consent of the STATE.
10. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. Upon final field inspection of the improvement and so long as FAP 693 (ILL 9 / Empire Street) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the PCC median, the through traffic lanes lying on either side of the median/Center Line and the left-turn and right-turn lanes, each being variable in length and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

13. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including: sidewalks, multi-use paths, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by: performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. The STATE shall share cost of the maintenance, except as aforescribed, repair and/or reconstruction of the joint use sewer(s) to the same proportioning as the sewers initial construction costs.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP 693 (ILL 9 / Empire Street). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY, unless there is an agreement specifying different responsibilities.

The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the shared use path not otherwise carried on State structures. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the shared use path.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on August 19th, 2021.
15. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
16. UNDER PENALTIES OF PERJURY, the CITY certifies that 37-6001563 is their correct **Federal Taxpayer Identification Number** and they are doing business as a (sole proprietor, partnership, corporation, governmental entity, etc).
17. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
18. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

FAU 6416 (Hershey Road) &
FAP 693 (ILL 9 / Empire Street)
Section (FR)RS-3
City of Bloomington
McLean County
Job No. C-95-033-21
Agreement No. JN-52025505
Contract No. 70F21

CITY OF BLOOMINGTON

Signature: _____

Printed: _____

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Kensil A. Garnett, P.E.
Region Three Engineer

Date: _____

FAU 6416 (Hershey Road) &
 FAP 693 (ILL 9 / Empire Street)
 Section (FR)RS-3
 City of Bloomington
 McLean County
 Job No. C-95-033-21
 Agreement No. JN-52025505
 Contract No. 70F21

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAU 6416 (Hershey Road) and FAP 693 (ILL 9 / Empire Street), State Section (FR)RS-3, the City of Bloomington hereby approves the plans and specifications for the proposed construction.

APPROVED March 10, 2025

By: 
 Signature

Kevin Kothe, PE
 Printed Name

City Engineer
 Title

For the City of Bloomington

Exhibit B

*City of Bloomington, IL
Sunday, March 9, 2025*

Chapter 29. Motor Vehicles and Traffic

ARTICLE XVI. Stopping, Standing or Parking Restricted or Prohibited on Certain Streets

§ 29-1603. [Ch. 29, Sec. 125] Parking prohibited at all times on certain streets.

[Ord. No. 1980-3]

When signs are erected in each block giving notice thereof, no person shall park a vehicle between the hours specified in **Schedule IX** of any day within the district or upon any of the streets described in said Schedule attached to and made a part of this Ordinance.

City of Bloomington, IL
Sunday, March 9, 2025

Chapter 29. Motor Vehicles and Traffic

ARTICLE XVIII. Schedules of Designated Streets, Fines and Parking Zones Referred to in This Ordinance

§ 29-1809. [Ch. 29, Sec. 149] **Schedule IX: Parking.**

[Ord. No. 2018-29]

Prohibited at all times on certain streets. In accordance with § **29-1603** and when signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described streets or parts of streets:

Location
Airport on both sides from Empire to north corporate limits
Albert on both sides from Olive to Grove
Alley (north-south) bounded by Center, Stewart, Madison and east-west alley on both sides
Alley (east-west) bounded by Chestnut, Walnut, Clinton and north-south alley
Alley (north-south) bounded by Clinton, Empire, Evans and Chestnut on both sides
Alley (east-west) bounded by Hinshaw, Chestnut, Livingston, Locust on both sides
Alley (east-west) bounded by Locust, Western, Mulberry and Hinshaw on the north side adjacent to Western Avenue Community Center building
Alley (east-west) bounded by Hannah, Oakland, Maple and Bell
Alley (north-south) bounded by Fell, University, Clinton and Emerson on both sides
Alley (east-west and north-south) north of Emerson between White Pl. and Clinton Boulevard except 2 spaces on east side at north end of alley
Alley (east-west) north of Miller - between Barker and Livingston, on both sides
Alley (east-west) bounded by Hinshaw, Miller, Barker and Wood on both sides
Alley (east-west) on both sides from 400 South Madison to the east end
Alley (east-west) bounded by Morris, Olive, Western and Grove on both sides
Alley (east-west) bounded by Western, Olive, Grove, west end on both sides
Alley (east-west) on both sides bounded by Olive, Erickson, Illinois and Euclid
Alley (north-south) between Charles and James
Alley (north-south) bounded by East, Graham, Prairie and Empire on the west side from Graham to 100 feet south
Alley immediately east of East from Market to Douglas
Alley (north-south) between East, Locust, Prairie and Mulberry on the west side
Alley (north-south) bounded by Locust, Evans, Chestnut and Clinton on the east side from the east-west alley south to Locust

Location

Elmwood - alley north both sides from Towanda to Colton

Emerson on both sides from Franklin to 160 feet west of Center

Emerson on the north side from 110 feet east to 80 feet west of Ethell

Emerson on the north side from Linden to a point 100 feet west

Emerson on the north side from Linden to a point 275 feet east

Emerson on the north side from Allin to 160 feet west of Center

Emerson on the north side from Sunset west to State

Emerson on the north side from Towanda to State

Emerson on the south side from Center to a point 180 feet west

Emerson on the south side from Clinton to Linden

Emerson on the south side from Foley to Mary Ellen

Emerson on the south side from Franklin to a point 110 feet east of Horenberger

Emerson on the south side from Allin to 50 feet east of Lee

Emerson on the south side from Linden to a point 255 feet east

Emerson on the south side from Towanda to a point 150 feet west

Emerson on the south side from Towanda to Ebach

Emerson on the south side from 850 feet west of Towanda to 1,080 feet west of Towanda

Empire on both sides from Colton to the east corporate limits

Empire on both sides from Main to East

Empire on both sides from Morris to Popular

Empire on the north side from Center to a point 65 feet west

Empire on the north side from Clinton to a point 110 feet west

Empire on the north side from Colton to Clinton

Empire on the north side from Park to 150 feet east

Empire on the north side from State to 200 feet east

Empire on the north side from Towanda to 150 feet west

Empire on the south side from Clinton to 200 feet east of Clinton

Erickson on the west side from Olive to 60 feet south

Euclid on both sides Washington to Oakland

Evans on the east side from Mulberry to Locust

Evans on the east side from Stewart to Lincoln

Evans on the east side from Washington to Jefferson

Evans on the west side from Market to Jefferson

Evans on the west side from Washington to Bell

Fairmont on both sides from Arcadia north to Arcadia south

Fairway from Regency to 300 feet north of Robinhood

Fairway on both sides from Towanda to Radliff

Fell on the east side from Empire to Division

Felton on the south side from Clinton to Robinson

Fillmore on both sides from Center to Main

Four Seasons on both sides from Oakland to a point 150 feet north

Exhibit C Select Language ▼

*City of Bloomington, IL
Saturday, January 6, 2024*

Chapter 37. Sewers and Sewage Disposal

Article I. Sewers

§ 37-115. [Ch. 37, Sec. 21] Draining polluting substances into stormwater sewers.

It shall be unlawful for any person, firm, or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances to any stormwater drain in the City.

§ 37-116. [Ch. 37, Sec. 22] Sanitary sewer not to be connected with stormwater sewers.

That it shall be unlawful for any person, firm, or corporation to connect or cause to be connected any sanitary sewer or other title or drain carrying water sewers constructed within the corporate limits of the City, and it shall be unlawful to make or cause to be made any sanitary sewer connection with lateral stormwater sewers which may be connected with said stormwater sewers.

Exhibit D

City of Bloomington, IL
Saturday, January 6, 2024

Chapter 38. Streets, Sidewalks and Other Public Ways

ARTICLE III. Obstruction and Encroachments

§ 38-301. [Ch. 38, Sec. 76] Unauthorized obstruction or encumbrance on streets, etc. prohibited.

It shall be unlawful to place, throw, or leave or cause to be placed or left any encroachment, obstruction, or encumbrance in or upon any street, avenue, or alley except as authorized by this Code.

§ 38-304. [Ch. 38, Sec. 79] Erecting or placing buildings in streets, etc. - penalty.

No person shall erect or place any building, in whole or in part, upon any street, avenue, alley, or other public ground of this City under a penalty of \$50.

§ 38-305. [Ch. 38, Sec. 80] Removal of from streets, etc. - penalty.

The owner, occupant, or person in control of any building, fence, porch, steps, gallery, or other obstruction which is now or may hereafter be erected or placed upon any street, avenue, alley, or sidewalk or other public ground of the City shall remove the same upon written notice of the City Manager, and any person failing or refusing to comply with such notice within 10 days after being so notified shall be subject to a penalty of not less than \$5 nor more than \$50.

§ 38-306. [Ch. 38, Sec. 81] Removal of obstruction.

The City Manager and all public officers of the City are hereby authorized to cause any obstruction, encroachment, article, or thing which may be in violation of the law or the provisions of this article to be removed within a reasonable time after a notice to the owner, agent, or person in possession of the premises where such violation occurs or after notice to the person causing any such obstruction. In case the owner, agent, or person in possession of any such premises or the persons causing such obstruction cannot be found, then the City Manager shall cause any such obstruction to be removed at once. In addition to the penalty in this article prescribed, the person or persons causing such obstruction shall pay all costs and expenses of such removal. In cases when notice has been given, the person or persons so notified, failing after a reasonable time to remove any such obstruction, shall be liable in a like manner as in cases where no notice is given. Every person who shall oppose or resist the execution of the orders of the City Manager in such regard shall be subject to a penalty of not less than \$10 nor more than \$50.

§ 38-307. [Ch. 38, Sec. 82] Enclosure, etc., extending over streets, etc.

No person shall make, or cause to be made, any enclosure, fence, arched way or building of any kind extending over or across any street, avenue, alley, or sidewalk within said City, under a penalty of not less than \$10 nor more than \$100 for each offense, and a further penalty of \$5 for each day that he shall allow such enclosure, fence, bridge, or building to remain after being notified to remove the same by the City Manager or any Police Officer.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

25-00369-00-RS

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
IL 9 (Empire St.)	1.836	FAP 693	Towanda Ave.	Carnahan Dr.
Hershey Ave.	0.341	FAU 6416	Lamon Dr.	Castleton Dr.

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Designed Overlay, Patching, Curb & Gutter Removal & Replacement, ADA Improvements, Traffic Improvements and Traffic Signal Replacement. Local Share of IDOT Contract 70F21, Section (FR)RS-3, Project NHPP-STP-CD3U(601), Job No. C-95-033-21, Agreement No. JN-52025505

2. That there is hereby appropriated the sum of one million, two hundred and twenty-seven thousand, fifty and

00/100

Dollars (\$1,227,050.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Leslie Smith-Yocum

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Bloomington

at a meeting held on March 24, 2025

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this March, 2025

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date

Department of Transportation

--





CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Win Together, LLC, to Provide Lean Six Sigma Training Materials via OpusWorks eLearning Platform, at No Cost, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND:

City staff have been working with the Iverson Consulting Group ("ICG") since August 2024 to implement a formalized Continuous Improvement Program. Efforts with ICG continue so that:

- Implementation plans created can be realized and associated impact increased in 2025, 2026, and beyond;
- Ideal leadership behaviors that include tactical and emotional leadership practices can be reinforced to achieve sustainable, long-term improvement;
- Resources to support the organization during the transition to new ways of working can continue to be developed; and
- The design and implementation of performance management and problem-solving systems with associated metrics can occur.

To help the City realize its goals, the OpusWorks platform will be utilized to educate employees on Lean Six Sigma fundamental concepts and how they apply to roles within local government. Specifically, the Foundations in Performance Excellence for Government, which includes Introduction to Lean for Government as a standalone module; and Performance Excellence in Action will be available for employee use.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Win Together, LLC, for one year. Specifically, the OpusWorks' eLearning platform will be made available to employees for a period of 12 months from the date of contract execution, at \$0 charge.

Respectfully submitted for consideration.

Prepared by: Josh Hansen, Compensation and Benefits Manager

ATTACHMENTS:

[ADM 6B Resolution](#)

[ADM 6C Resolution - Exhibit A](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH WIN TOGETHER, LLC, TO
PROVIDE LEAN SIX SIGMA TRAINING MATERIALS VIA THE OPUSWORKS ELEARNING
PLATFORM, AT NO COST**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Win Together, LLC, be approved to provide Lean Six Sigma training materials via the OpusWorks eLearning platform (Exhibit A), at \$0 cost for 12 months; and

WHEREAS, City staff have been working with the Iverson Consulting Group ("ICG") since August 2024 to implement a formalized Continuous Improvement Program; and

WHEREAS, the efforts with ICG continue so that the City can continue with the implementation of plans created can be realized and associated impact increased in 2025, 2026, and beyond; ideal leadership behaviors that include tactical and emotional leadership practices can be reinforced to achieve sustainable, long-term improvement; resources to support the organization during the transition to new ways of working can continue to be developed; and the design and implementation of performance management and problem-solving systems with associated metrics can occur; and

WHEREAS, it has been determined that the City will need outside expertise to help further the City's Continuous Improvement of educational efforts; and

WHEREAS, the City is partnering with Win Together, LLC, to provide Lean Six Sigma Training Materials via OpusWorks eLearning Platform, a well-respected eLearning provider of Continuous Improvement content; and

WHEREAS, the agreement includes two courses, each consisting of five eLearning modules, which will be made available to employees for a period of 12 months from the date of contract execution at \$0 charge; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement.

**NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the Agreement and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

MASTER AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("Agreement") is made effective as of the _____ day of _____, 2025 ("Effective Date"), by and between the **City of Bloomington, ILLINOIS** ("Customer") and **Win Together® LLC**, an Illinois company. Customer and **Win Together® LLC** are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

This Agreement sets forth Customer's rights and obligations with respect to OpusWorks®, an e-learning platform for Lean Six Sigma, program management and leadership training including all aspects of its use. Addendum A attached and a part hereof, contains product details, services, pricing, terms, deliverables, schedules, and any additional items for this Agreement.

1. LICENSE

1.1 Grant. In exchange for the payment of the applicable fees set forth in Addendum A hereto and subject to certain limitations and conditions as described in this Agreement, Customer is hereby granted a non-exclusive, non-transferable, non-sublicensable right to access and use OpusWorks® as set forth on Addendum A attached hereto. OpusWorks® consists of (i) a web-based, Customer-branded Learning and Execution Deployment Platform with a Customer-distinct URL address, which includes but is not limited to learning administration, tracking and reporting, (collectively, "Portal"), and (ii) courses and all related student/instructor/participant guides, manuals, templates and tools licensed by Win Together® LLC, including derivatives thereof (collectively, "Government Excellence Network® Courses").

1.2.1 Restriction on Use. Customer shall use OpusWorks® and Government Excellence Network® Courses solely for its internal business purposes and for no other purposes.

2. USERS AND/OR SET-UP

2.1 Users.

A user ("User") may be (i) an end user learner who registers as a Student to use one or more Government Excellence Network® Courses or a course developed by Customer, or (ii) an employee or contractor of Customer who uses OpusWorks® to manage and administer e-learning records. A User who has logged into OpusWorks® at least once in the most recent 12-month period is an active user ("Active User"). Each User will be provided a USERID. The User shall maintain the USERID as confidential hereunder and shall not disclose or share the USERID with any other person or third party.

2.2 Basic Set-Up

The Customer's order date ("Order Date") is the date of Agreement execution. Customer makes payments in accordance with the terms as defined on Addendum A. Upon completion of the order process, Customer will provide Win Together® LLC with the information Win Together® LLC requests in order to set up Customer's OpusWorks® portal.

3. FEES AND PAYMENT

License fees are due and payable to Win Together® LLC prior to the start of the License Term. Addendum A contains product details, services, pricing, terms, deliverables, schedules, and any additional items for this Agreement.

3.1 Taxes

Customer is responsible for any sales, use, value added, or other taxes, levies or duties incurred as a result of its use of the software and for services provided hereunder.

4 TERM, RENEWAL AND/OR TERMINATION

4.1 Term

The subscription term ("Initial Term") to OpusWorks® is twelve (12) months from the Order Date. Should the City of Bloomington, Illinois desire to extend its subscription beyond that term, the parties shall execute a new work order.

4.2 Termination

Either party may terminate this Agreement for a material breach of this Agreement, provided the non-breaching party provides written notice to the breaching party detailing the breach and such breach is not cured with thirty business (30) days of the breaching party's receipt of such written notice, except that a breach for failure to pay applicable fees shall be subject to a cure period of ten (10) business days of the breaching party's receipt of such written notice.

4.3 Termination Procedures

Upon termination of this Agreement by Customer pursuant to Section 4.2 above, Customer may download content files developed solely by Customer ("Customer Content Files") from the secure File Transfer Protocol (FTP) site for a period of sixty (60) calendar days after the effective date of such termination ("Effective Termination Date"). Neither Win Together® LLC nor OpusWorks® shall have any obligation to save such Customer Content Files after such sixty (60) day period.

With respect to any uncured breach of this Agreement by Customer, Win Together® LLC or OpusWorks® shall have the right to terminate all Services and access to OpusWorks® immediately. Such actions do not relieve the Customer from its obligations under this Agreement, including payment. The provisions of Sections 3, 4.3, 5, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

5 PROPRIETARY RIGHTS

5.1 Ownership

Customer retains all rights, title and interest in and to any Customer Content Files. Win Together® LLC and OpusWorks® retains all rights, title and interest in and to OpusWorks®, including, without limitation, any Win Together® LLC, Government Excellence Network® and OpusWorks® Courses that have been modified for the Customer. Reports, data, and information generated by Customer's use of OpusWorks® shall be the property of Customer.

5.2 Restrictions

Customer shall take commercially reasonable steps to protect the confidentiality of OpusWorks® and to prevent access to OpusWorks® by anyone other than Users using the same standard for Customer's Confidential information and assets. Customer shall not rent, lease, assign, resell, distribute, demonstrate or sublicense OpusWorks® to any third party. Except as specifically permitted by this Agreement, Customer shall not copy, modify, or otherwise create any derivative work of OpusWorks®. Customer shall not disassemble, reverse engineer, decompile, or attempt to obtain access to the source code or internal design of OpusWorks®. Customer shall not remove or alter any copyright or other legal notices contained in OpusWorks®.

5.3 Customer Data and Aggregated Anonymous Data

Customer is solely responsible for any information, data or material it provides, posts or transmits to OpusWorks® ("Customer Data") and will not provide, post or transmit any Customer Data that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage or interrupt any system, data or personal information; or (c) is offensive as determined by Win Together® LLC or OpusWorks®. OpusWorks® (and/or its contractors) may collect aggregated, anonymous, statistical data and information about OpusWorks® and usage activity provided such data and information does NOT contain any information specifically identifiable to any individual or Customer ("Aggregated Anonymous Data"), and OpusWorks® (and/or its contractors) may use, store, analyze, and disclose such Aggregated Anonymous Data. For clarity, Aggregate Anonymous Data shall only include aggregated data or information which is specifically NOT identifiable to any individual or Customer. Aggregate Anonymous Data shall be owned by OpusWorks®.

6. WARRANTY AND/OR DISCLAIMER OF WARRANTIES

6.1 Warranty

Win Together® LLC and OpusWorks® warrants that OpusWorks® will operate in conformance in all material respects to its User documentation. Win Together® LLC's and OpusWorks® sole responsibility under this warranty shall be to use commercially reasonable efforts to correct documented and reproducible errors in OpusWorks® as determined by Win Together® LLC. Win Together® LLC and OpusWorks® do not warrant that OpusWorks® will be error free, or that all program errors will be corrected, or that OpusWorks® is suitable for any specific use. Access to OpusWorks® shall be subject to reasonable downtime for maintenance and support. Asserted errors must be documented by Customer to Win Together® LLC, detailing the error, describing how to recreate the error, and including, if available, provide sample output.

6.2 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 ABOVE, OPUSWORKS® IS SUPPLIED "AS IS" "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WIN TOGETHER® LLC AND OPUSWORKS® EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT OR ANY WARRANTY ARISING BY CUSTOM OR TRADE USAGE. WIN TOETHER® LLC AND OPUSWORKS® DO NOT WARRANT THAT OPUSWORKS® OR USE THEREOF WILL BE ERROR FREE OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS. THE REMEDIES SET FORTH HEREIN ARE CUSTOMER'S SOLE REMEDIES IN THE EVENT OF ANY BREACH OF WARRANTY.

7. INDEMNIFICATION

7.1 Win Together® LLC and OpusWorks® will, at their expense, defend, indemnify and hold harmless Customer, and its respective officers, directors, Users, successors and assigns, against any action based on a claim that OpusWorks® or any part, component, feature or functionality thereof, infringes any patent, copyright or trademark or involves misappropriation of a trade secret.

7.2 Should Win Together® LLC or OpusWorks® become, or in Win Together® LLC or OpusWorks® opinion be likely to become, the subject of a claim of infringement or trade secret misappropriation, Win Together® LLC and OpusWorks® shall, at their expense: (a) obtain for Customer and its affiliates the right to continue using OpusWorks®; (b) replace or modify OpusWorks® so its use becomes non-infringing or otherwise lawful (provided such replacement or modification does not adversely impact any features, functions or performance of OpusWorks®); or (c) terminate the subscription rights granted hereunder with respect to OpusWorks® and refund unused prepaid subscription fees.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL WIN TOETHER® LLC AND OPUSWORKS® BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR PERFORMANCE OF OPUSWORKS®, EVEN IF WIN TOETHER® LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WIN TOETHER® LLC AND OPUSWORKS® AGGREGATE LIABILITY FOR DAMAGES OF ANY KIND OR NATURE RELATED TO THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO WIN TOETHER® LLC IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY CLAIM UNDER THIS AGREEMENT.

9. CONFIDENTIALITY

9.1 Confidential Information.

Any information, whether or not protected by a patent, copyright and/or trade secret that has been provided orally or in writing by a party or any of its affiliates (the "Disclosing Party") to the other party (the "Receiving Party") pursuant to this Agreement (hereinafter "Confidential Information") shall be treated by the Receiving Party as being the proprietary information of the Disclosing Party, and shall be held in strict confidence by the Receiving Party. Each party shall retain all rights, title, and interest in and to its Confidential Information.

9.2 Disclosure.

With respect to all Confidential Information, the Receiving Party shall not (i) provide or make available the Confidential Information in any form to any person other than those employees or contractors of the Receiving Party who have a need to know such Confidential Information in order for the Receiving Party to exercise its rights or perform its obligations under this Agreement; (ii) reproduce Confidential Information except for use reasonably necessary for the Receiving Party to exercise its rights and perform its obligations under this Agreement; or (iii) exploit or use Confidential Information for any purpose other than as required for the Receiving Party to exercise its rights and perform its obligations under this Agreement. In the event that

the Receiving Party is specifically authorized by this Agreement to disclose any Confidential Information to a third party, then the Receiving Party shall require the third party to execute a Confidentiality Agreement the terms of which shall be no less restrictive than the terms set forth herein.

9.3 Exceptions.

Notwithstanding the foregoing, "Confidential Information" shall not include information that was:

9.3.1 in the public domain prior to the receipt of same by the Receiving Party;

9.3.2 in the Receiving Party's possession and/or known to the Receiving Party prior to its receipt hereunder as evidenced by written documentation and was not acquired directly or indirectly from the Disclosing Party, and where the Receiving Party was without an obligation of secrecy with respect thereto;

9.3.3 received by the Receiving Party from a third party where the Receiving Party was without an obligation of secrecy with respect thereto and was not acquired directly or indirectly from the Disclosing Party; and/or

9.3.4 independently developed by the Receiving Party without use of access or reference to, or any benefit of, the Disclosing Party's Confidential Information.

9.4 Notice.

Customer shall notify Win Together® LLC immediately of any unauthorized access, possession, use, or knowledge, or attempt thereof, of Confidential Information and agrees to mitigate the impact of such an event. Customer shall promptly provide Win Together® LLC with full details of any such event and use all available efforts to prevent a recurrence of any such event.

9.5 Legal Process.

In the event that a subpoena or other legal process in any way concerning the Confidential Information is served upon the Receiving Party, the Receiving Party shall notify the Disclosing Party immediately upon receipt of such subpoena or other legal process, provided that such notice is legally permitted, and shall cooperate with the Disclosing Party in any lawful effort by the Disclosing Party to contest the legal validity of such subpoena or other legal process.

9.6 Injunctive Relief.

The parties agree that monetary damages will not be an adequate remedy if this Section regarding Confidential Information is breached and therefore, a Disclosing Party shall, in addition to any other legal or equitable remedies, be entitled to seek injunctive relief against any breach or threatened breach of this Section.

9.7 Survival.

The covenants, rights and obligations set forth in this Section 8 will survive for a period of three years following the termination of this Agreement; *provided, however*, that with respect to any Confidential Information that constitutes a trade secret under applicable law, the obligations of this Agreement shall survive for the longer of three years or so long as such information remains a trade secret (as such term is defined in the Georgia Trade Secrets Act (O.C.G.A. §10-1-760 *et. seq.*), as amended, or applicable law), excluding failure to so qualify as a result of breach of this Agreement.

10. MISCELLANEOUS

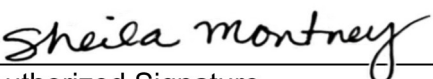
This Agreement shall be construed and governed in all respects by the laws of the State of Illinois, excluding conflict of laws provisions. This Agreement, including the Addenda and Schedules attached hereto, constitutes the complete agreement between the Parties with respect to the subject matter described herein and supersedes and terminates all previous agreements, written or oral, with respect to the subject matter described herein. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The failure by OpusWorks® and Win Together® LLC at any time to enforce any of the provisions of this Agreement or any right or remedy available to it hereunder or at law or in equity, or to exercise any of its options herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. Customer may not assign, delegate or otherwise transfer this Agreement or any Customer's rights or obligations hereunder without the prior written consent of OpusWorks® and Win Together® LLC. Except for payment obligations hereunder, neither party shall be liable to the other for any delay or inability to perform its obligations under this Agreement or otherwise if such delay or inability arises from any act of God, fire, natural disaster, epidemic, pandemic, act of government, manufacturer's shortages or constraints, or any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of the delay or inability to perform.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this Agreement effective the day and year first above written.

Agreed to by authorized representatives of the parties

Win Together® LLC

City of Bloomington IL



Authorized Signature

Authorized Signature

Sheila Montney

Printed Name

Printed Name

CEO & Managing Partner

Title

Title

March 14, 2025

Date

Date

Addendum A
Products, Services, Prices, Terms, Deliverables, Schedules

This Addendum is a part of the MASTER AGREEMENT between Win Together® LLC and the City of Bloomington, Illinois dated _____. When in conflict the MASTER AGREEMENT controls.

- The City of Bloomington Illinois will not be charged for its use of this license for a period of one year, in consideration of which it agrees to comply with the terms of this AGREEMENT, including protection of the intellectual property rights of OpusWorks®, for which Win Together® LLC is, in some cases, a joint holder of the intellectual property described herein. Further, if asked, the City of Bloomington, Illinois agrees to state that, to the best of its knowledge and belief, no monetary or other value beyond that stated in this paragraph is accruing to Win Together® LLC or any of its principals or members, all of whom expressly decline any such benefit.
- The following two courses, each of which consists of five eLearning modules, are included in this Agreement:
 - Foundations in Performance Excellence for Government; which includes Introduction to Lean for Government as a standalone module; and
 - Performance Excellence in Action
- Each student will have access to a learning portal which will contain all the contents for the courses. Access will continue for 12 months from the date of execution of the contract.
- The student guides and all student created materials can be downloaded from the portal for future use by the student beyond their access to the portal.
- Students will only have access to the modules that have been selected for each course.



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Illinois State Police, to Become a Participating Agency in the Violent Crime Intelligence Task Force, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The City of Bloomington has approximately eighty thousand residents. On an average year, the City has over 300 residents who have their Firearm Owners Identification ("FOID") card revoked by the State of Illinois. The Illinois State Police, along with local and county agencies have had difficulty in keeping up with the needed collection of revoked and suspended FOID cards. Allowing a revoked FOID card to remain in the possession of the cardholder has the potential to lead to them obtaining a firearm illegally. For example, the revoked FOID card can be presented in a private sale of a firearm as evidence the cardholder can possess a firearm legally. The mission of this Task Force is to preserve life, eliminate the fear of violent crime, and reduce the occurrence of violent crime. This potential should be reduced as much as possible, but there are staffing and financial limitations to our ability to investigate every single case that is reported. Enhanced participation with the Illinois State Police to share intelligence and leverage potential grant funding may help the Bloomington Police Department to alleviate that challenge.

The process of identifying persons who require their FOID card and/or firearms to be seized due to revocation or suspension can be costly. Police personnel must be allocated to the task of seeking out persons who have been identified as still possessing a revoked/suspended FOID card. In best case scenarios, an officer can set an agreeable time to meet with a person in possession of a revoked or suspended FOID card, then meet them to collect the FOID, complete necessary documentation and reports, then properly confiscate the physical FOID card. After, the officers handle their portion, our Crime Analysis and Intelligence Unit has to update databases held by the Illinois State Police to ensure accuracy and timely reporting.

The total time spent in the most efficient case could be a couple of hours per instance. In a scenario where officers are met with less cooperation from a person with a revoked or

suspended FOID card, the time needed to process a case can take much, much longer. This may include coordinating with the State's Attorney's Office and judges to obtain search warrants. Then, additional personnel would be needed to carry out other investigative measures.

To alleviate the time and financial costs associated with the ongoing need to seize revoked FOID cards, grant-funded details that are dedicated to the task are beneficial. The City could avoid having to transfer investigative personnel from one task, such as investigating violent and property crimes, for the purposes of engaging in investigating cases of persons in possession of a revoked or suspended FOID card by paying for additional staffing to be dedicated to the this specific, specialized task. The costs of the added staff to conduct FOID-related investigations would be reimbursed by the State of Illinois upon approval of the grant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Local law enforcement partners

FINANCIAL IMPACT: Being a member of the Illinois State Police Violent Crime Intelligence Task Force through this IGA will allow the BPD an opportunity to work to further the investigation of gun and violent crimes, cooperatively. The personnel overtime hours dedicated to investigating FOID revocation and suspension matters would be reimbursable upon approval of BPD's grant application with the Illinois State Police. This would positively impact overtime allocation.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:

[PD 1B Resolution](#)

[PD 1C Resolution - Exhibit A - Agreement](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE ILLINOIS STATE POLICE, TO BECOME A PARTICIPATING AGENCY IN THE VIOLENT CRIME INTELLIGENCE TASK FORCE

WHEREAS, subject to the provisions of the City Code, City staff are recommending an intergovernmental agreement ("IGA") with Illinois State Police ("ISP") be approved to become a Participating Agency in the Violent Crime Intelligence Task Force (Exhibit A); and

WHEREAS, the Bloomington Police Department ("BPD") is a law enforcement agency dedicated to combating crime in its jurisdiction, including but not limited to, gun violence, gun trafficking, and other violent crimes; and

WHEREAS, the ISP is authorized to establish a statewide multi-jurisdictional Violent Crime Intelligence Task Force pursuant to the Illinois State Police Law (20 ILCS 2605/2605-605); and

WHEREAS, both the ISP and BPD agree that it is in the best interests of both agencies and the public to share information and develop partnerships where feasible to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois; and

WHEREAS, the mission of this Task Force is to preserve life, eliminate the fear of violent crime, and reduce violent crimes in Illinois; and

WHEREAS, the Task Force is intended to focus on reducing and preventing illegal possession and use of firearms, firearm-related homicides, and other violent crimes, in part, by enhancing enforcement of the Firearm Owners' Identification (FOID) Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012; and

WHEREAS, the agencies agree that to further these goals and objectives, the Bloomington Police Department shall, upon execution of this Agreement, become a member of the above-referenced Violent Crime Intelligence Task Force; and

WHEREAS, partners of this Task Force become eligible to apply for the FOID Enforcement Fund Grant where funds could be used to offset expenses incurred for compliance for individuals who have had their firearm rights revoked or suspended and were identified as presenting a risk to public safety in Illinois; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Intergovernmental Agreement.

NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the Intergovernmental Agreement, and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

**INTERGOVERNMENTAL OPERATING AGREEMENT BETWEEN
THE NAME OF PARTICIPATING AGENCY
AND THE ILLINOIS STATE POLICE**

Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, this Intergovernmental Operating Agreement (“Agreement”) is entered by and between Bloomington Police Department, a municipal law enforcement agency within the City of Bloomington, Illinois, (“Participating Agency”) , and the Illinois State Police (“ISP”), an Illinois law enforcement agency. This Agreement creates the Violent Crime Intelligence Task Force pursuant to 20 ILCS 2605/2605-605 and sets forth conditions for participation.

WHEREAS, the Participating Agency is a law enforcement agency dedicated to combating crime in its jurisdiction, including but not limited to gun violence, gun-trafficking, and other violent crime;

WHEREAS, the ISP is authorized to establish a statewide multi-jurisdictional Violent Crime Intelligence Task Force pursuant to the Illinois State Police Law (20 ILCS 2605/2605-605);

WHEREAS, both the ISP and the Participating Agency (collectively, “Parties”) agree that it is in the best interests of the Parties and the public to share information and develop partnerships where feasible to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois;

WHEREAS, the mission of this Task Force is to preserve life, eliminate the fear of violent crime, and reduce the occurrence of violent crime; and

WHEREAS, the Task Force is intended to focus on reducing and preventing illegal possession and use of firearms, firearm related homicides, and other violent crimes (20 ILCS 2605/2605-605), in part, by enhancing enforcement of the Firearm Owner Identification (FOID) Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;

WHEREAS, the Parties agree that in order to further these goals and objectives, the Participating Agency shall, upon execution of this Agreement, become a member of the above referenced Violent Crime Intelligence Task Force; and

WHEREAS, both the ISP and the Participating Agency agree the Parties shall perform their duties with the utmost integrity in their respective operations;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall commence on March 24, 2025, and shall continue year to year until amended or modified by mutual agreement of the Parties or until terminated as provided herein. In any event, the Parties agree that the terms and conditions of this Agreement shall be reviewed periodically and updated as necessary. This Agreement supersedes all prior Agreements between the Participating Agency and the ISP with respect to the matters addressed herein.

II. GENERAL PROVISIONS

1. The Task Force may develop and acquire information, training, tools, and resources necessary to implement a data-driven approach to policing, with an emphasis on intelligence development. 20 ILCS 2605/2605-605(1).
2. The Task Force may utilize information sharing, partnerships, crime analysis, and evidence-based practices to assist in the reduction of firearm-related shootings, homicides, and gun-trafficking. 2605-605(2).
3. The Task Force may recognize and utilize best practices of community policing and may develop potential partnerships with faith-based and community organizations to achieve its goals. 2605-605(3).
4. The Task Force may identify and utilize best practices in drug-diversion programs and other community-based services to redirect low-level offenders. 2605-605(4).
5. The Task Force may assist in violence suppression strategies including, but not limited to, details in identified locations that have shown to be the most prone to gun violence and violent crime, focused deterrence against violent gangs and groups considered responsible for the violence in communities, and other intelligence driven methods deemed necessary to interrupt cycles of violence or prevent retaliation. 2605-605(5).
6. In consultation with the Chief Procurement Officer, the Department of State Police may obtain contracts for software, commodities, resources, and equipment to assist the Task

Force with achieving this Act. Any contracts necessary to support the delivery of necessary software, commodities, resources, and equipment are not subject to the Illinois Procurement Code, except for Sections 20-60 (duration of contracts), 20-65 (right to audit records), 20-70 (finality of determination), and 20-160 (business entities; certifications; registration with the State Board of elections) and Article 50 (procurement ethics and disclosure) of that Code, provided that the Chief Procurement Officer may, in writing with justification, waive any certification required under Article 50 of the Illinois Procurement Code. 2605-605(6).

7. The Task Force will conduct enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act. 2605-605(7).
8. The Task Force will collaborate with local law enforcement agencies to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012. 2605-605(8).
9. By joining the Task Force, other Law Enforcement Agencies understand each agency, including the ISP, is responsible for their own costs, expenses, equipment, and personnel salaries and benefits. This Agreement does not create any financial obligation between any Law Enforcement Agency including the ISP.
10. All members of the Task Force will share information related to violent crimes as necessary and appropriate for joint investigations.
11. All members of the Task Force will share data related to violent crimes as necessary and appropriate for resource allocation and reporting requirements.
12. All members of the Task Force will share information related to invalid or revoked FOID cards in circulation in their jurisdictions, as well as their efforts to recover such FOID cards.
13. All members of the Task Force may share personnel and equipment to assist other member agencies of the Task Force.

III. DUTIES AND RESPONSIBILITIES OF THE PARTIES

1. The Director of the ISP or the designee of same shall:
 - A. Designate an ISP Command Officer to serve as a member of Violent Crime Intelligence Task Force;
 - B. Collaborate with local law enforcement agencies to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;
 - C. Maintain and be the custodian of all records related to or generated by the Task Force. The records may include reports, notes, communications, databases, photographs, diagrams, maps, electronic and digitized material. All records will be maintained in compliance with relevant Record Retention Schedules and the State Records Act [5 ILCS 160/et seq.];
 - D. In its role as the custodian of all records generated, ISP shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.] If records were created for the Participating Agency, the ISP may require an update on the status of an investigation to determine whether any statutory exemptions apply (e.g., whether a case is an active criminal investigation); and
 - E. Manage the granting of funds from the FOID Enforcement Fund pursuant to the Illinois State Police Law.
2. The Chief or Sheriff of the Participating Agency or the designee of the same shall:
 - A. Designate members of the Participating Agency to serve as members of the Violent Crime Intelligence Task Force;
 - B. Conduct enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act;

- C. Collaborate with the ISP to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;
- D. Respond to case status inquiries in a timely manner so the ISP may satisfy FOIA deadlines;
- E. Serve as the custodian of its records and responding to requests made to it under the Freedom of Information Act. [5 ILCS 140/et seq.]; and
- F. Designate an employee to receive grant funds from the FOID Enforcement Fund awarded pursuant to Illinois State Police Law.

IV. FOID ENFORCEMENT FUND GRANTS

- 1. The ISP shall:
 - A. Determine the Participating Agency's eligibility to receive grant funds from the FOID Enforcement Fund;
 - B. Where funds are available and have been appropriated, award grant funds from the FOID Enforcement Fund;
 - C. Require monthly performance and quarterly financial reporting from the Participating Agency when grant funds have been awarded; and
 - D. Ensure grant funds are spent in such a manner so as to affect the purpose of this Agreement, with specific emphasis on placing individuals into compliance who have had their firearm rights revoked or suspended and have been identified as presenting a risk to public safety in Illinois as determined by the ISP Division of Criminal Investigations (DCI).
- 2. Participating Agencies that apply for and receive FOID Enforcement Grant Funds shall:
 - A. Designate a member of its Participating Agency to receive and manage grant funds from the FOID Enforcement Fund awarded pursuant to this Agreement;
 - B. Execute the Task Force Grant Agreement Addendum, which shall be incorporated to this Agreement by reference;

- C. Comply with required monthly performance and quarterly financial reporting within 7 days after the end of each reporting period when grant funds have been awarded;
- D. Ensure grant funds are spent in such a manner so as to affect the purpose of this Agreement and in compliance with the ISP Firearm Safety Enforcement Grant Detail Protocols as established by the ISP DCI;
- E. Focus its efforts on placing individuals into compliance who have had their firearm rights revoked or suspended and have been identified as presenting a risk to public safety in Illinois as determined by the ISP DCI; and
- F. Retain records sufficient to support the expenditure of grant funds for a period of not less than seven years and cooperate with any request to audit such records from the Illinois State Police or Illinois Auditor general.

V. APPLICABLE LAW

This Agreement shall be governed and construed according to Illinois law.

VI. MEMBERSHIP

Membership in the Task Force is created when both authorized signatures of the Law Enforcement Agency and the Illinois State Police appear on the last page of the Agreement. New members of the Task Force need only execute (sign and date) the last page of this Agreement for ISP to consider membership in the Task Force. Once membership in the Task Force is approved by the ISP, the signed signature page will be returned to the Law Enforcement Agency. An emailed, or .pdf copy of the signatures on the signature page is the same as the original signature. This same language appears at the top of the Signature Page.

VII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (“PDF”) document shall be deemed original for all purposes.

VIII. INFORMATION SECURITY PROTOCOLS.

All Parties shall comply with applicable Illinois and Federal court orders and subpoenas, federal statutes and regulations, and Illinois administrative rules regarding dissemination of confidential and/or personal identifying information. All records and information related to the Task Force shall be protected by the parties from unlawful dissemination. Notice to all parties is required in the event of a breach of confidential information, and responsibility for any improper dissemination of confidential records and/or personal identifying information is the sole responsibility of the party that committed the breach.

IX. TERMINATION

This Agreement may be terminated by mutual agreement of the Parties or upon at least 30 days written notice and after returning of any borrowed equipment as well as the expenditure of all grant funds awarded hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, and this Agreement shall be effective from the day and year first above written. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

PARTICIPATING AGENCY

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

ILLINOIS STATE POLICE

By: _____

Signature Brendan Kelly, Director

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature Benjamin Dieterich, Chief Financial Officer

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____

Signature Kelly Griffith, Acting Chief Legal Counsel

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on a Resolution Authorizing an Annexation Agreement with BBig Solar, LLC, for Property Generally Located at the Western Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Applicant seeks approval of an Annexation Agreement, including Zoning Map Amendment, to facilitate construction of a Solar Energy Conversion Facility. The subject property consists of approximately 17 acres of vacant County-zoned R-1 land, located at the western terminus of Lutz Road, near the intersection with Greenwood Avenue.

This project was already under review for development within the County and could proceed without our approval. However, because they are requesting to subdivide and are located within a specific distance from the City, we have the right to annex the land. We chose to annex it to ensure we can secure access to rights of way for future area development and to require certain development standards. The City will also benefit from the increased property tax revenue generated by this development.

Chapter 8.5, § 203 of the City Code and 65 ILCS 5/11-15.1.1 require that the City Council hold a public hearing prior to adopting any Annexation Agreement; ***the required City Council public hearing will occur this evening.*** City Code also requires that Council approve or reject the Annexation Agreement on the basis of (1) the facts presented at the public hearing; (2) the recommendations of the Planning Commission; and (3) the recommendations of City Staff.

Summary of the Request:

- County R-1 (Single-Family) District to City A (Agriculture) District.
- Accessible only by substandard roads and not currently serviceable by public water or sewer.
- The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees and proximity of service.
- Low utility as row crop agriculture, due to topography and other site conditions.
- Future development of the parcel is contingent upon approvals through future

subdivision and permitting process(s).

- No waivers or variations are requested or provided as part of this Agreement.

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Future” in the Emerging Areas. The Land Use Priorities Map identifies this as “Future Use”, referred to as “Land not contiguous to incorporated area and without access to City services,” which no longer holds true.

On January 8, 2025, the **Planning Commission (PC)** held a public hearing, on case Z-13-24, and voted **8-0-0 to recommend approval** of the Annexation Agreement and Zoning Map Amendment. No testimony was provided in opposition to the request.

- [The meeting packet for the meeting is available online here.](#)
- [The Minutes of the meeting are available online here.](#)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

Notice of this action before the City Council, by Certified Mail, was sent to the following parties on March 6, 2025: Bloomington Township Fire Protection District, Golden Prairie Public Library District, Bloomington Township, and Bloomington Township Highway Commission. Additionally, the notice for this public hearing at City Council was published in *The Pantagraph* on February 25, 2025.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will add to the City’s property tax base. The Applicant will be responsible for the construction and cost of any infrastructure for development on the subject property, with tap-on fees contributing to the cost of existing water and sewer infrastructure upon further subdivision or development.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 3B Resolution](#)
[DSD 3C Resolution Exhibit B - Annexation Agreement](#)
[DSD 3D Legal Notice Proof of Publication](#)
[DSD 3E Certified Mail Required per 7-1-1](#)
[DSD 3F Annexation Property Reference Map](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH BBIG SOLAR, LLC, FOR PROPERTY GENERALLY LOCATED AT THE WESTERN TERMINUS OF LUTZ ROAD, PART OF PIN: 21-20-100-006

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a request for approval of an Annexation Agreement pertaining to property generally located at the western terminus of Lutz Road, legally described in Exhibit A (PROPERTY); and

WHEREAS, the request included a proposed Annexation Agreement (AGREEMENT) attached as Exhibit B; and

WHEREAS, the Planning Commission, after proper notice was given, conducted a public hearing on said request and AGREEMENT, on January 8, 2025; and

WHEREAS, the Planning Commission, following said public hearing, made findings of fact that such AGREEMENT, and the included proposal(s) for Zoning Map Amendment(s), are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and

WHEREAS, the Planning Commission voted to recommend that Council pass this Resolution; and

WHEREAS, the City Council, after proper notice was given, conducted a public hearing on said request and AGREEMENT, on March 24, 2025; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Resolution and approve the Annexation AGREEMENT.

NOW THEREFORE, BE IT RESOLVED 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. The City Council adopts the findings of fact of the Planning Commission.

SECTION 3. The City Council hereby approves the request for the Annexation AGREEMENT (Exhibit B), with BBig Solar, LLC, for the PROPERTY generally located at the western terminus of Lutz Road, legally described in Exhibit A, and authorizes the Mayor and City Clerk to execute said AGREEMENT.

SECTION 4. The Zoning Map Amendment to the City A (Agriculture) District that is included in the Annexation AGREEMENT is hereby approved upon Annexation of the subject PROPERTY.

SECTION 5. This Resolution is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Resolution shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, and Part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows:

Beginning at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South $01^{\circ} 25' 44''$ East along the East line of said West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, 2080.73 Feet to the Easterly Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 5 courses are on and along said Easterly Right-of-Way line, thence North $39^{\circ} 54' 39''$ West, 504.97 Feet; North $21^{\circ} 04' 14''$ West, 481.91 Feet; thence North $00^{\circ} 15' 34''$ East, 515.98 Feet; thence North $16^{\circ} 25' 15''$ East, 409.95 Feet; thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 384.66 Feet, the Chord Bears North $13^{\circ} 30' 17''$ East, 384.25 Feet; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of afore said Section 17, North $89^{\circ} 56' 20''$ East, 236.54 Feet to the East line of said West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South $01^{\circ} 13' 47''$ East along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning.

Part of PIN: 21-20-100-006

Resolution 2025-____ Exhibit B
ANNEXATION AGREEMENT
BBig Solar, LLC
Part of PIN: 21-20-100-006

Pursuant to legislative authorization found in Article 11, Division 15.1 of the Illinois Municipal Code, (65 ILCS 5/11-15.1-1 et seq.) for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and **BBig Solar, LLC**, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City. Owner shall refer to BBig Solar, LLC, their successors or assigns.

WHEREAS the Owner is the owner of approximately **17.01 acres**, less public right-of-way, with frontage on the intersection of Lutz Road / Greenwood Avenue, and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and

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

WHEREAS, said Property is not within the corporate limits of any municipality, but is contiguous to the City of Bloomington’s corporate limits; and

WHEREAS, the Property is nearly 1,000 feet from public water main and the adjacent sanitary sewer is at a depth that cannot adequately serve the Property; and,

WHEREAS, the Owner intends to lease the Property to a developer, for the establishment of a Solar Energy Conversion Facility as an interim use, until such time as public water main and additional sanitary sewer connections become more proximate to the Property; and,

WHEREAS, the Owner is desirous of having said Property zoned **A (Agriculture) District** upon annexation to the City (all Lots referenced shall include any subdivisions thereof); and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on January 8, 2025; and,

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Agreement and the included proposal(s) for Zoning Map Amendment(s) are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and,

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council adopt this Agreement and Zoning Map Amendment to A (Agriculture) District for the subject Property; and,

WHEREAS, all Public Hearings required by Sections 7-1-1 and 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 and 65 ILCS 5/11-15.1-1), and by The Code of the City of Bloomington, Illinois, 1960, have been properly conducted, and appropriate findings of fact established.

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

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the Property, identified on Exhibit "A" to the City's corporate limits, subject to approval and execution of this Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Property, including specifically, public hearings on this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

Upon Owner's Petition, the City agrees to adopt an Ordinance(s) annexing the Property, or portions thereof, described on Exhibit "A."

3. ZONING.

City agrees to zone the Property legally described on Exhibit "A", upon annexation, to the A (Agriculture) District, after approval at any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

A. **Street Access, Conditions and Improvements.** The Owner shall have the following obligations regarding streets:

- (1) Until such time as Lutz Road is improved to City standards, with necessary underlying infrastructure and adjacent sidewalks, the Property shall remain unbuildable except as a Solar Energy Conversion Facility, or other use with similar traffic and infrastructure impacts. The development upon the Property of any use that would result in the need for additional City services, such as City-provided trash pickup, or that would result in customer usage of public infrastructure or services, regardless of any future zoning map amendments that may permit them by entitlement.
- (2) Lutz Road is seasonally available for truck traffic. Any Solar Energy Conversion Facility shall be responsible for securing permission from the City Engineer for access; shall repair all damage to Lutz Road from construction traffic; and shall provide a bond with surety to assure such repairs are made.

- B. **Public Water Improvements.** The nearest Public Water Main is at least 1,000 feet away from the Property and the intended use as a Solar Energy Conversion Facility is expected to outlast this Agreement. However, the Owner shall have the following obligations regarding water improvements during the effective duration:
- (1) Right-of-Way. Any future public water mains constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) Upon the extension of a public water main to an area adjacent to the Property, the Owner may, but is not obligated to, tap such main.
 - (b) The Owner shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.
- C. **Public Sanitary Sewer Improvements.** Sanitary sewer is available near the intersection of Greenwood Ave and Lutz Rd. However, the depth will allow little of the Property to be serviced by gravity sewer. The Property will largely be served by gravity sewer coming from the southeast as that land develops in the future. The Owner shall have the following obligations regarding sanitary sewer improvements:
- (1) Right-of-Way. Any future public sanitary sewers constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) Upon the extension of a public sanitary sewer to an area adjacent to the Property may, but is not obligated to, the Owner may tap such sewer.
 - (b) The Owner shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.
- D. **Stormwater Detention** for any development of the Property in a manner requiring stormwater detention, it shall be provided as per the Manual of Practice.
- E. **Parkland Dedication and Reservation:** The Owner is not responsible for dedication or reservation of Parkland upon Annexation as A (Agriculture) District. Should the property host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due based upon the requirements of the City Code at the time entitlements are sought.

F. **Future subdivision and development** of the Property shall be by applicable governing Codes at that time.

(1) Right-of-Way. Future dedication of right-of-way for Greenwood Avenue, if required by the City, is included under this section.

(2) Decommissioning – The provisions for Decommissioning set forth in an executed Agricultural Impact Mitigation Agreement between the State of Illinois Department of Agriculture and the owner of any Commercial Solar Energy Conversion Facility project constructed on the Premises, shall override § 44-1031D of the City Code in timeline and process, provided construction begins within 5 years of the effective date of this Agreement.

G. **Annexation Fees.** The Owner is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should the Property be rezoned from the A (Agriculture) District within the lifetime of this Agreement, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Property the Owner shall comply with all zoning, subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

The Owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue any necessary petitions to annex the Property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois ("City"):

City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To BBig Solar, LLC ("Owner"):

BBig Solar, LLC
2405 Fox Creek Road
Bloomington, IL 61705

With a copy to (Owner's Agent):

Elizabeth Megli
115 W. Jefferson Street, Ste 400
Bloomington, IL 61701

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Recitals incorporated. The above recitals are incorporated herein by this reference as if specifically stated in full.
- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of

assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

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

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

- N. Enforcement. The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- O. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the City or the Owner.
- P. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- Q. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Property.
- R. Execution. This Agreement may be executed in any number of counterparts (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

EXECUTED and ADOPTED this ____ day of _____, 2025, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNER

BBig Solar, LLC

Signed by:
By: Justin Bellas
6A9BD1994E4A48E...

Justin Bellas, Its Authorized Manager

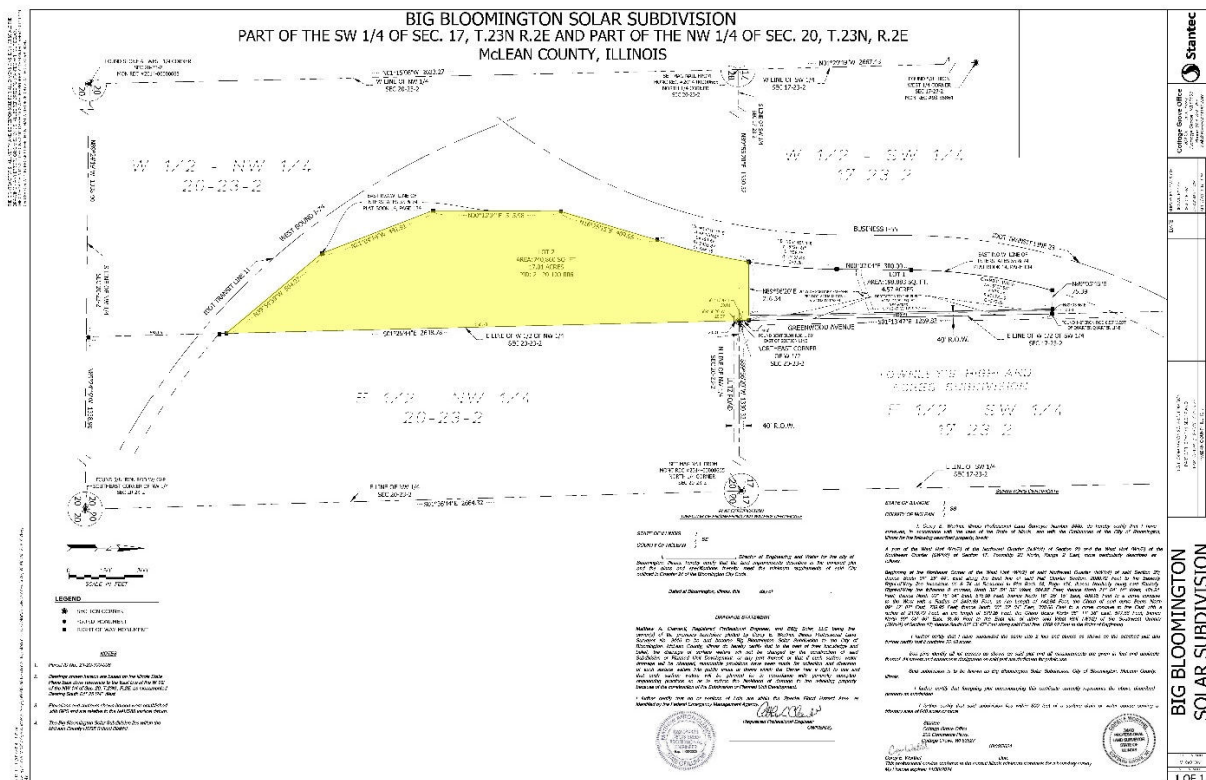
Exhibit A LEGAL DESCRIPTION

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, and Part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows:

Beginning at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South $01^{\circ} 25' 44''$ East along the East line of said West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, 2080.73 Feet to the Easterly Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 5 courses are on and along said Easterly Right-of-Way line, thence North $39^{\circ} 54' 39''$ West, 504.97 Feet; North $21^{\circ} 04' 14''$ West, 481.91 Feet; thence North $00^{\circ} 15' 34''$ East, 515.98 Feet; thence North $16^{\circ} 25' 15''$ East, 409.95 Feet; thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 384.66 Feet, the Chord Bears North $13^{\circ} 30' 17''$ East, 384.25 Feet; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of afore said Section 17, North $89^{\circ} 56' 20''$ East, 236.54 Feet to the East line of said West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South $01^{\circ} 13' 47''$ East along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning.

Part of PIN: 21-20-100-006

PLAT MAP IMAGE PROVIDED FOR REFERENCE ONLY



AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Morgan Creekmore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Pantagraph, a newspaper printed and published in the City of Bloomington, County of McLean, State of Illinois, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Feb. 25, 2025

NOTICE ID: WdhE1syXm1p22VxnF1Rn

PUBLISHER ID: COL-8001063

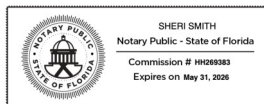
NOTICE NAME: Z-12-24 March Council

Publication Fee: 354.13

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Morgan Creekmore

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 02/25/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-12-24

Notice is hereby given that the Bloomington City Council will hold a public hearing in person in the Government Center Boardroom, 4th Floor, Room #400, 115 E. Washington St., at 6:00 P.M. on Monday, March 24, 2025, on a request submitted by BBig Solar, LLC, (2405 Fox Creek Road), for approval of an Annexation Agreement and Zoning Map Amendment, from County R-1 (Single Family Residential) to City A (Agriculture), pertaining to property generally located at the western terminus of Lutz Road, consisting of approximately 17.01 acres, legally described as: Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, and Part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South 01° 25' 44" East along the East line of said West Half (W1/2) of the Northwest Quarter (NW1/4) of Section 20, 2080.73 Feet to the Easterly Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 5 courses are on and along said Easterly Right-of-Way line, thence North 39° 54' 39" West, 504.97 Feet; North 21° 04' 14" West, 481.91 Feet; thence North 00° 15' 34" East, 515.98 Feet; thence North 16° 25' 15" East, 409.95 Feet; thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 384.66 Feet, the Chord Bears North 13° 30' 17" East, 384.25 Feet; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of afore said Section 17, North 89° 56' 20" East, 236.54 Feet to the East line of said West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence South 01° 13' 47" East along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning (Part of PIN: 21-20-100-006). Those wishing to provide testimony must appear in person or by a duly authorized agent or attorney. The meeting packet will be available prior to the hearing on the City's website www.bloomingtonil.gov. Questions may be directed to (309) 434-2226 ext. 5 or 115 E. Washington St., Ste 201. Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate,

or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or mhurt@cityblm.org.
2/25 COL-8001063

NOTICE

TO: Trustees of Bloomington Township and
Road Commissioner of Bloomington Township

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois:

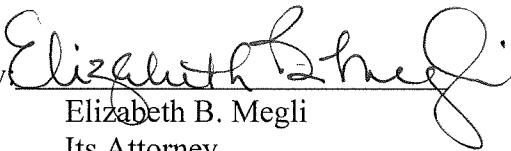
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

You may exercise jurisdiction over, adjacent to or included in the property described herein. Upon annexation, a portion of this property may, by operation of law, be disconnected from Bloomington Township.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

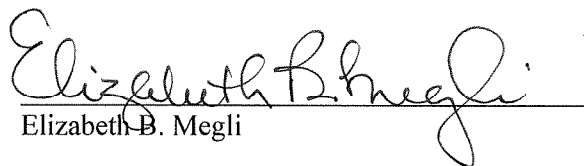
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

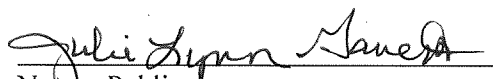
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Highway Commissioner of Bloomington Township and Board of Township Trustees of Bloomington Township, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Building 2501 Fox Creek Rd. Bloomington, IL 61705	Jennifer Capodice, Supervisor Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Jennifer Vericella, Clerk Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	David Mier, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Gary Pearl, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Mark Yontz, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Christopher Witte, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Glenn Milton Bloomington Township Contract Assessor 4125 N 1700 East Rd. Heyworth, IL 61745
Mr. Rodney Boester Road Commissioner 2501 Fox Creek Rd. Bloomington, IL 61705	


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Bloomington Township Fire Protection District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides fire protection:

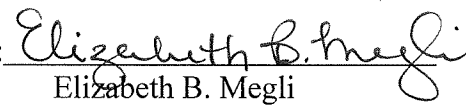
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Bloomington Township Fire Protection District. Upon annexation, this property may, by operation of law, be disconnected from the Bloomington Township Fire Protection District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

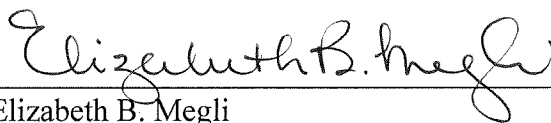
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

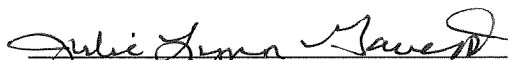
STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Bloomington Township Fire Protection District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705	Chief Tom Willan Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705
--	--


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Trustees of the Golden Prairie Public Library District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides library service:

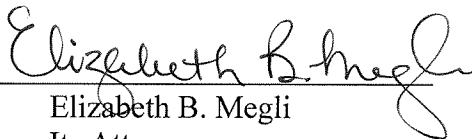
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Golden Prairie Public Library District. Upon annexation, this property may, by operation of law, be disconnected from the Golden Prairie Library District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

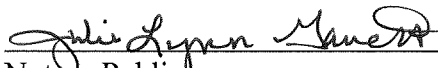
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

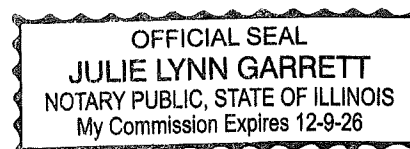
I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to Trustees of the Golden Prairie Public Library District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ary Anderson, President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Kathy Vroman, Secretary/Treasurer Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Jim Russell, Vice President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Patti Salch, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ruth Novosad, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Stephanie Walden, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Stephen Peterson, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701


Elizabeth B. Megli

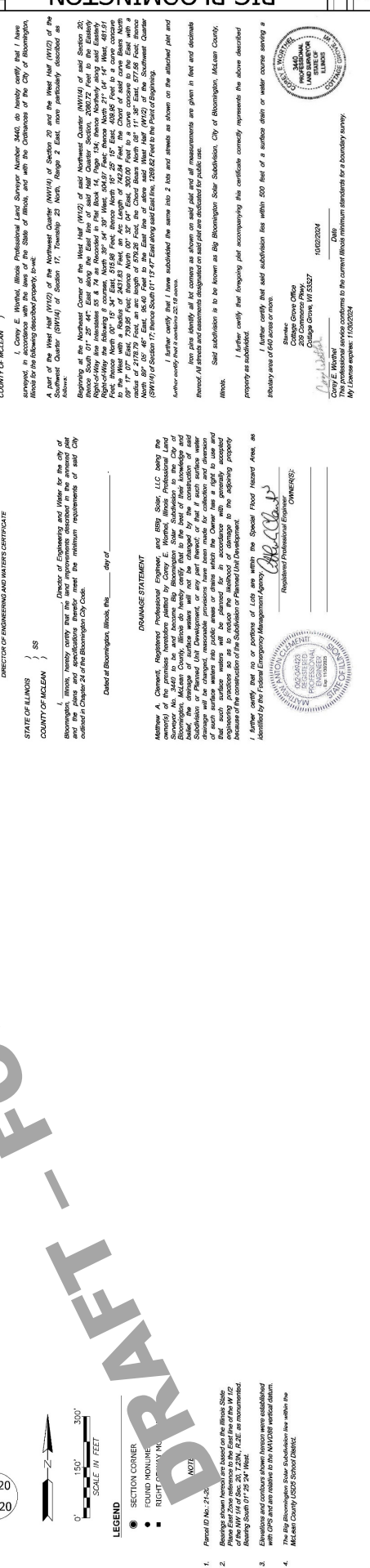
Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



BIG BLOOMINGTON
SOLAR SUBDIVISION

1 OF 1

[illegible]



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on a Resolution Authorizing an Annexation Agreement with Trinity Lutheran Church, for Property Generally Located Northwest of the Terminus of Lutz Road, Part of PIN: 21-20-100-006, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Applicant seeks approval of an Annexation Agreement, including a Zoning Map Amendment, to facilitate future improvement and expansion of the existing worship and educational campus to the east. The subject property consists of approximately 4.6 acres of vacant County-zoned R-1 land, located at the northwestern terminus of Lutz Road, near the intersection with Greenwood Avenue.

Chapter 8.5, § 203 of the City Code and 65 ILCS 5/11-15.1.1 require that the City Council hold a public hearing prior to adopting any Annexation Agreement; ***the required City Council public hearing will occur this evening.*** City Code also requires that Council approve or reject the Annexation Agreement on the basis of (1) the facts presented at the public hearing; (2) the recommendations of the Planning Commission; and (3) the recommendations of City Staff.

Summary of the Request:

- County R-1 (Single-Family) District to City A (Agriculture) District.
- Accessible primarily by substandard roads and not currently serviceable by public water.
- The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees and proximity of service.
- At a strategic location for determining the future road network and development in this growing area of town.
- Future development of the parcel is contingent upon approvals through future subdivision and permitting process(s).
- No waivers or variations are requested or provided as part of this Agreement.

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Future” in the Emerging Areas. The Land Use Priorities Map identifies this as “Future Use”, referred to as

“Land not contiguous to the incorporated area and without access to City services,” which no longer holds true.

On January 8, 2025, the **Planning Commission (PC)** held a public hearing, on case Z-13-24, and voted **8-0-0 to recommend approval** of the Annexation Agreement and Zoning Map Amendment. No testimony was provided in opposition to the request.

- [The meeting packet for the meeting is available online here.](#)
- [The Minutes of the meeting are available online here.](#)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on Thursday, December 12, 2024. Courtesy notices were mailed to 11 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

Notice of this action before the City Council, by Certified Mail, was sent to the following parties on March 6, 2025: Bloomington Township Fire Protection District, Golden Prairie Public Library District, Bloomington Township, and Bloomington Township Highway Commission. Additionally, the notice for this public hearing at City Council was published in *The Pantagraph* on February 25, 2025.

FINANCIAL IMPACT: The Applicant will be responsible for the construction and cost of any infrastructure or development on the subject property. Upon the availability of water and sewer service, tap-on fees will help to pay back the cost of existing water and sewer infrastructure.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 4B Resolution](#)

[DSD 4C Resolution Exhibit B - Final Trinity Lutheran Annexation Agreement](#)

[DSD 4D Legal Notice Proof of Publication](#)

[DSD 4E Certified Mail Required per 7-1-1](#)

[DSD 4F Annexation Property Reference Map](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH TRINITY LUTHERAN CHURCH, FOR PROPERTY GENERALLY LOCATED NORTHWEST OF THE TERMINUS OF LUTZ ROAD, PART OF PIN: 21-20-100-006

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a request for approval of an Annexation Agreement pertaining to property generally located northwest of the terminus of Lutz Road, legally described in Exhibit A (PROPERTY); and

WHEREAS, the request included a proposed Annexation Agreement, attached as Exhibit B (AGREEMENT); and

WHEREAS, the Planning Commission, after proper notice was given, conducted a public hearing on said request and AGREEMENT, on January 8, 2025; and

WHEREAS, the Planning Commission, following said public hearing, made findings of fact that such AGREEMENT, and the included proposal for Zoning Map Amendment, are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and

WHEREAS, the Planning Commission voted to recommend that Council pass this Resolution; and

WHEREAS, the City Council, after proper notice was given, conducted a public hearing on said request and AGREEMENT, on March 24, 2025; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Resolution and approve the Annexation AGREEMENT.

NOW THEREFORE, BE IT RESOLVED 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. The City Council adopts the findings of fact of the Planning Commission.

SECTION 3. The City Council hereby approves the request for the Annexation AGREEMENT (Exhibit B), with Trinity Lutheran Church, for the PROPERTY generally located northwest of the terminus of Lutz Road, legally described in Exhibit A, and authorizes the Mayor and City Clerk to execute said AGREEMENT.

SECTION 4. The Zoning Map Amendment to the City A (Agriculture) District that is included in the AGREEMENT is hereby approved upon Annexation of the subject PROPERTY.

SECTION 5. This Resolution is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Resolution shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows:

Commencing at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence North $01^{\circ} 13' 47''$ West along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of said Section 17, South $89^{\circ} 56' 20''$ West, 236.54 Feet to the East Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 4 courses are on and along said East Right-of-Way line, thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 358.18 Feet, the Chord Bears North $04^{\circ} 45' 14''$ East, 357.86 Feet; thence North $00^{\circ} 32' 04''$ East, 300.00 Feet to a curve to the right with a radius of 2178.79 Feet, an arc length of 579.26 Feet, the Chord Bears North $08^{\circ} 11' 36''$ East, 577.56 Feet; thence North $89^{\circ} 05' 46''$ East, 95.40 Feet to the East line of afore said West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17; thence South $01^{\circ} 13' 47''$ East along said East line, 1229.81 Feet to the Point of Beginning.

Part of PIN: 21-20-100-006

Resolution 2025-____ Exhibit B

ANNEXATION AGREEMENT
TRINITY LUTHERAN CHURCH
 Part of PIN: 21-20-100-006

Pursuant to legislative authorization found in Article 11, Division 15.1 of the Illinois Municipal Code, (65 ILCS 5/11-15.1-1 et seq.) for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Contract Purchaser **Trinity Lutheran Church**, hereinafter referred to as “Purchaser” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City, with the approval of the current Property Owner BBig Solar, LLC, hereinafter referred to as “Owner”. Purchaser shall refer to Trinity Lutheran Church, their successors or assigns.

WHEREAS the Owner is the owner of approximately **4.57 acres**, less public right-of-way, with frontage on Lutz Road and Greenwood Avenue, and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and

WHEREAS, there exists a legally enforceable contract to purchase the subject Property, between the Purchaser and Owner; and

WHEREAS, the Purchaser is desirous of having the Property annexed to the City and the City is desirous of annexing said Property; and

WHEREAS, said Property is not within the corporate limits of any municipality, but is contiguous to the City of Bloomington’s corporate limits; and

WHEREAS, the Purchaser is desirous of having said premises zoned **A (Agriculture) District** upon annexation to the City; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on January 8, 2025; and,

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Agreement and the included proposal(s) for Zoning Map Amendment(s) are in the public interest and not solely for the benefit of the applicant, as required by § 8.5-203 of the Bloomington City Code; and,

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council adopt this Agreement and Zoning Map Amendment to A (Agriculture) District for the subject Property; and,

WHEREAS, all Public Hearings required by Sections 7-1-1 and 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 and 65 ILCS 5/11-15.1-1), and by The Code of the City of Bloomington, Illinois, 1960, have been properly conducted, and appropriate findings of fact established.

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

1. ANNEXATION PETITION.

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the Property, or portions thereof, identified on Exhibit "A" to the City's corporate limits, subject to approval and execution of this Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Property, including specifically, public hearings on this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

Upon Owner's Petition, the City agrees to adopt an Ordinance(s) annexing the Property, described on Exhibit "A."

3. ZONING.

City agrees to zone the Property legally described on Exhibit "A", upon annexation, to the A (Agriculture) District, after approval at any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

Note: Bonds shall be provided for all public improvements as set forth in the City Code. All public improvements shall be constructed within dedicated public right-of-way or dedicated easements.

A. **Street** Improvements. The Purchaser shall have the following obligations regarding streets:

(1) Responsibility

- (a) The Purchaser shall be responsible for constructing or paying substandard road fees for all public roadways, adjacent to or within the subject Property, that are required by the subdivision or development thereof, provided such roadways are required and internal circulation of traffic is insufficient to meet area development and use needs.
- (b) Required right-of-way, construction standards, and fees owed will be calculated and due upon the development of the Property, based upon the requirements of the City Code at the time such approvals are sought. This provision shall extend to future owners of the Property and any lots resulting from re-subdivision or development thereof.

- B. **Public Water Improvements.** The Purchaser shall have the following obligations regarding water improvements:
- (1) Right-of-Way. Any future public water mains constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) Upon the extension of a public water main to an area adjacent to the Property, the Purchaser may, but is not obligated to, tap such main.
 - (b) The Purchaser shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.
- C. **Public Sanitary Sewer Improvements.** The Purchaser shall have the following obligations regarding sanitary sewer improvements:
- (1) Right-of-Way. Any future public sanitary sewers constructed on the subject Property shall be built within dedicated public right-of-way or dedicated easements.
 - (2) Improvement Obligations.
 - (a) At their option, the Purchaser may, but is not obligated to, tap the public sanitary sewer present on the southern end the Property.
 - (b) The Purchaser shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.
- D. **Stormwater Detention** for any development on the subject Property shall be provided as per the Manual of Practice.
- E. **Parkland Dedication and Reservation.** The Purchaser is not responsible for dedication or reservation of Parkland upon Annexation as A (Agriculture) District. Should the Property host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due at a rate of 1 acre per 1,000 ultimate allowable resident population, or fee in lieu at a cost of \$27,000.00 per acre owed, or portion thereof.
- F. **Future subdivision and development** of the Property shall be by applicable governing Codes at that time.
- G. **Annexation Fees.** The Purchaser is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should the property be rezoned from the A (Agriculture) District within the lifetime of this Agreement, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Property the Purchaser shall comply with all zoning, subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time. Bonds shall be provided for all public improvements as set forth in the City Code.

6. ANNEXATION TO OTHER TAXING DISTRICTS.

The Purchaser, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue any necessary petitions to annex the Property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto. **Should the contract to purchase the subject Property not be pursued to completion, Owner shall become responsible for, and benefit from, all provisions herein allocated to the Purchaser.**

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois ("City"):

City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To Trinity Lutheran Church ("Purchaser"):

Trinity Lutheran Church
801 S. Madison Street
Bloomington, IL 61701

To BBig Solar, LLC ("Owner"):

BBig Solar, LLC
2405 Fox Creek Road
Bloomington, IL 61705

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Recitals incorporated. The above recitals are incorporated herein by this reference as if specifically stated in full.
- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced

so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

- H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- J. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- M. Authority to Execute. The City hereby warrants and represents to the Purchaser and Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Purchaser and Owner hereby warrant and represent to the City (i) that they are the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, or as otherwise acknowledged herein, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Purchaser or Owner will (a) result in a breach or default under any agreement to which the Purchaser or Owner are a party or to which they or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Purchaser or Owner or the Property is subject.
- N. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Purchaser and Owner agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the

City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

- O. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Purchaser or the Owner.
- P. Recording. After the Purchaser or Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- Q. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of the Purchaser or Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Property.
- R. Execution. This Agreement may be executed in any number of counterparts (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

EXECUTED and ADOPTED this ____ day of _____, 2025, at Bloomington, Illinois.

CITY OF BLOOMINGTON

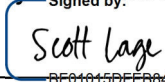
Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

PURCHASER

Trinity Lutheran Church

By: 

Scott Lage, President,
Board of Lay Ministry

OWNER

BBig Solar, LLC

Signed by:
By: Justin Bellas

Justin Bellas, Its Authorized Manager

Commencing at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence North 01° 13' 47" West along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of said Section 17, South 89° 56' 20" West, 236.54 Feet to the East Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 4 courses are on and along said East Right-of-Way line, thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 358.18 Feet, the Chord Bears North 04° 45' 14" East, 357.86 Feet; thence North 00° 32' 04" East, 300.00 Feet to a curve to the right with a radius of 2178.79 Feet, an arc length of 579.26 Feet, the Chord Bears North 08° 11' 36" East, 577.56 Feet; thence North 89° 05' 46" East, 95.40 Feet to the East line of afore said West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17; thence South 01° 13' 47" East along said East line, 1229.81 Feet to the Point of Beginning.

PLAT MAP IMAGE PROVIDED FOR REFERENCE ONLY



AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Marco Coppola, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Pantagraph, a newspaper printed and published in the City of Bloomington, County of McLean, State of Illinois, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Feb. 25, 2025

NOTICE ID: 5Lt5NaTmmlzq44gwT5Bk

PUBLISHER ID: COL-8001062

NOTICE NAME: Copy Z-13-24 January Council

Publication Fee: 339.59

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Marco Coppola

(Signed) _____

VERIFICATION

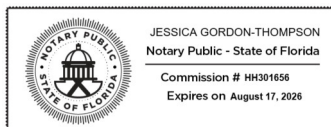
State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 02/25/2025

J. Thompson

Notary Public

Notarized remotely online using communication technology via Proof.



CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-13-24

Notice is hereby given that the Bloomington City Council will hold a public hearing in person in the Government Center Boardroom, 4th Floor, Room #400, 115 E. Washington St., at 6:00 P.M. on Monday, March 24, 2025, on a request submitted by Trinity Lutheran Church (801 S. Madison), for approval of an Annexation Agreement and Zoning Map Amendment, from County R-1 (Single Family Residential) to City A (Agriculture), pertaining to property generally located at the northwestern terminus of Lutz Road, consisting of approximately 4.57 acres, legally described as: Part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East Right-of-Way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said Right-of-Way is shown on Plat Recorded in Plat Book 14, Page 134, McLean County, Illinois, more particularly described as follows: Commencing at the Southeast Corner of West Half (W1/2) of the Southwest Quarter (SW1/4) of said Section 17; thence North 01° 13' 47" West along the East line of said West Half (W1/2) 40.01 Feet to the Point of Beginning; thence on a line 40' North of and Parallel with the South line of the Southwest Quarter (SW1/4) of said Section 17, South 89° 56' 20" West, 236.54 Feet to the East Right-of-Way line of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as monumented; the following 4 courses are on and along said East Right-of-Way line, thence on a curve to the left with a radius of 2431.83 Feet, an arc length of 358.18 Feet, the Chord Bears North 04° 45' 14" East, 357.86 Feet; thence North 00° 32' 04" East, 300.00 Feet to a curve to the right with a radius of 2178.79 Feet, an arc length of 579.26 Feet, the Chord Bears North 08° 11' 36" East, 577.56 Feet; thence North 89° 05' 46" East, 95.40 Feet to the East line of afore said West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 17; thence South 01° 13' 47" East along said East line, 1229.81 Feet to the Point of Beginning (Part of PIN: 21-20-100-006). Those wishing to provide testimony must appear in person or by a duly authorized agent or attorney. The meeting packet will be available prior to the hearing on the City's website www.bloomingtonil.gov. Questions may be directed to (309) 434-2226 ext. 5 or 115 E. Washington St., Ste 201. Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or

NOTICE

TO: Trustees of Bloomington Township and
Road Commissioner of Bloomington Township

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois:

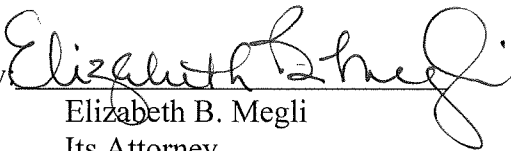
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

You may exercise jurisdiction over, adjacent to or included in the property described herein. Upon annexation, a portion of this property may, by operation of law, be disconnected from Bloomington Township.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

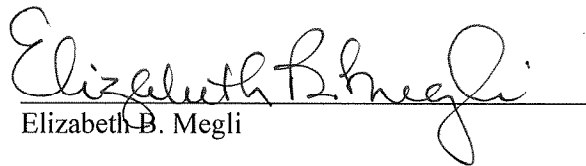
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

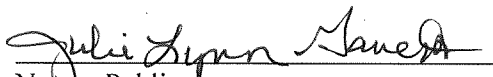
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Highway Commissioner of Bloomington Township and Board of Township Trustees of Bloomington Township, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Building 2501 Fox Creek Rd. Bloomington, IL 61705	Jennifer Capodice, Supervisor Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Jennifer Vericella, Clerk Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	David Mier, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Gary Pearl, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Mark Yontz, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Christopher Witte, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Glenn Milton Bloomington Township Contract Assessor 4125 N 1700 East Rd. Heyworth, IL 61745
Mr. Rodney Boester Road Commissioner 2501 Fox Creek Rd. Bloomington, IL 61705	


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Bloomington Township Fire Protection District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides fire protection:

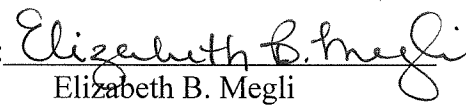
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Bloomington Township Fire Protection District. Upon annexation, this property may, by operation of law, be disconnected from the Bloomington Township Fire Protection District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

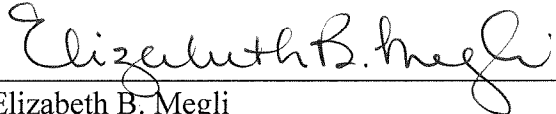
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

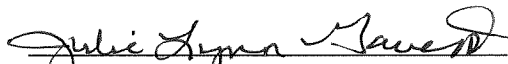
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Bloomington Township Fire Protection District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705	Chief Tom Willan Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705
--	--


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Trustees of the Golden Prairie Public Library District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides library service:

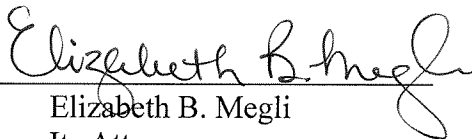
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Golden Prairie Public Library District. Upon annexation, this property may, by operation of law, be disconnected from the Golden Prairie Library District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

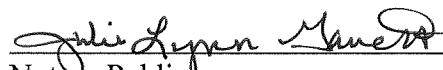
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to Trustees of the Golden Prairie Public Library District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ary Anderson, President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Kathy Vroman, Secretary/Treasurer Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Jim Russell, Vice President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Patti Salch, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ruth Novosad, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Stephanie Walden, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Stephen Peterson, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701

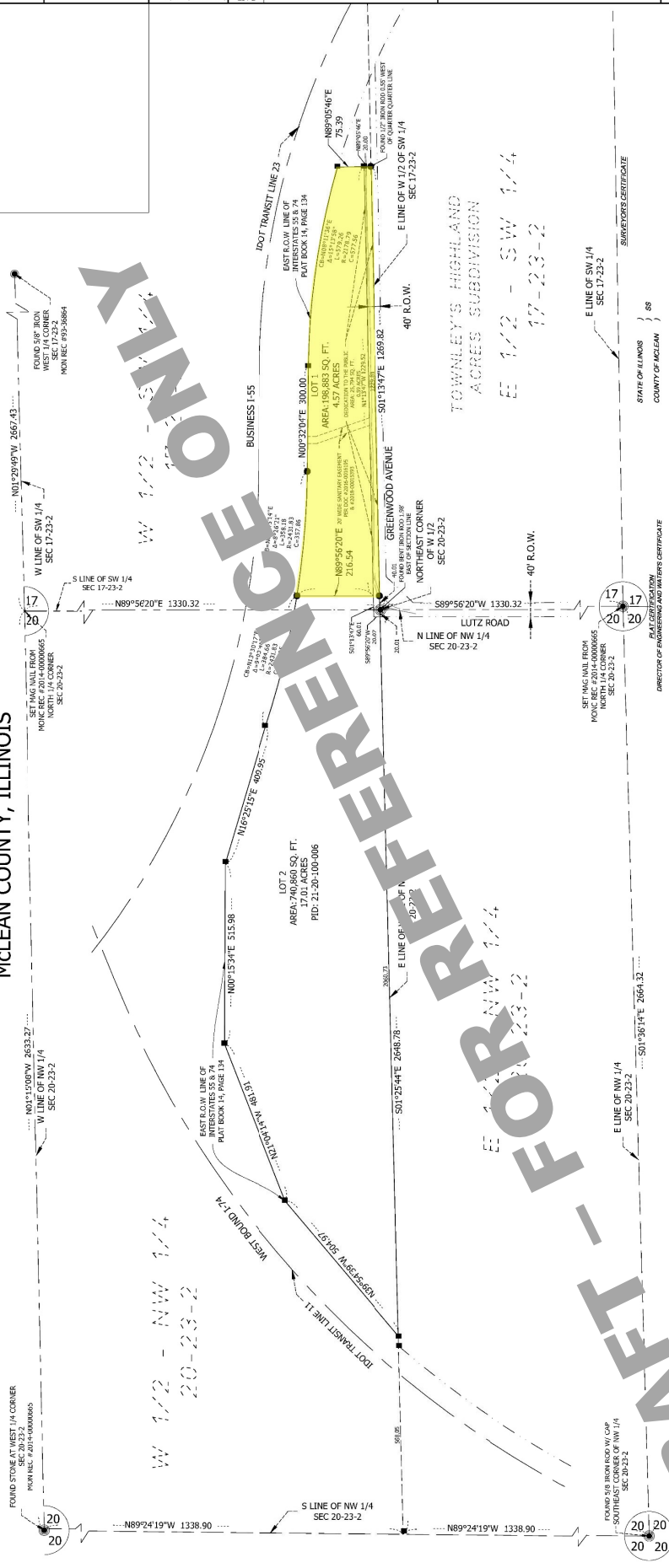

Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



BIG BLOOMINGTON SOLAR SUBDIVISION
PART OF THE SW 1/4 OF SEC. 17, T.23N R.2E AND PART OF THE NW 1/4 OF SEC. 20, T.23N, R.2E
MCLEAN COUNTY, ILLINOIS



BIG BLOOMINGTON
SOLAR SUBDIVISION

1 OF 1

I, Corey E. Wheeler, Professional Land Surveyor Number 3460, do hereby certify that I have surveyed the above described property, to-wit:

A part of the West Half (NW1/4) of Section 20 and the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section 17, Township 2 North, Range 2 East, more particularly described as follows:

Beginning at the Northwest Corner of the West Half (NW1/4) of said Section 20; thence South 01° 29' 42" East along the East line of said Quarter Section, 200.72 Feet to the Eastern Boundary of the Township 2 North Range 2 East; thence North 88° 00' 00" West along the Eastern Right-of-Way for the highway of sections, between 30° 54' 39" West, 304.37 Feet, thence North 21° 14' 14" West, 481.81 Feet, thence North 88° 00' 00" West, 151.58 Feet, thence North 88° 00' 00" West, 151.58 Feet to a corner common to the East with the Northeast Quarter (NE1/4) of Section 17, Township 2 North, Range 2 East; thence North 09° 17' 01" East, 759.55 Feet, thence North 02° 32' 44" East, 500.00 Feet to a corner common to the East with the Northeast Quarter (NE1/4) of Section 17, Township 2 North, Range 2 East; thence North 88° 00' 00" West, 151.58 Feet, thence North 88° 00' 00" West, 151.58 Feet to the Southwest Corner (SW1/4) of Section 17; thence South 01° 17' 42" East along the same line to the Point of Beginning.

I further certify that I have located the same also in two sheets and spread as shown on the attached plat and

I have given sheets as shown on plat and all measurements are given in feet and decimals thereof. All streets and easements shown on said plat are indicated for public use.

Said subdivision is to be known as The Birmingham Solar Subdivision, City of Birmingham, Midland County, Illinois.

I further certify that foregoing plat accompanying this certificate correctly represents the above described property as located.

The following is a true and correct copy of said subdivision file within 500 feet of a surface ditch or water course serving a tributary area of 460 acres or more:

Corey E. Wheeler
Professional Land Surveyor
Chicago Grove Office
1000 N. Lincoln Avenue
Chicago, IL 60627

Dated _____
10/22/2024

My service conforms to the current Illinois administrative code for a boundary survey.



[illegible]

DRAWN

0' 15' 200'

Scale in Feet

LEGEND

- SECTION CORNER
- FOUND MONUMENT
- RIGHT OF WAY MONUMENT

NOTES

Parcel ID No.: 2140-160406

Reconnaissance corners are located on the 1850s. Corner of the NW 1/4 of Sec. 20, T.20N., R.2E., as monumented, bearing S 0° 15' 24" W. 24' 14.00".

Survey was conducted by the MNDNR vertical datum, with GPS and are relative to the MNDNR vertical datum.

The Day Elementary School Construction area within the McClain County USD 650 School District.

My License expires: 11/30/2024



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Annexing Property Generally Located at the Western Terminus of Lutz Road, Containing 22 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the A (Agriculture) District, PIN 21-20-100-006, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Petitioner and property owner, BBig Solar, LLC, requests annexation to the City of Bloomington to facilitate the improvements discussed in cases Z-12-24 and Z-13-24, relating to Annexation Agreements with BBig Solar and Trinity Lutheran Church.

Summary of the Request:

- County R-1 (Single-Family) District to City A (Agriculture) District.
- Accessible primarily by substandard roads and not currently serviceable by public water; most of the property can also not be served with public sewer at this time.
- At a strategic location for determining the future road network and development in this growing area of town.

The Final Plat of the Bloomington Big Solar Subdivision (FS-02-24) has been submitted and recommended for approval, which will split this property into two parcels after annexation, resulting in the need for separate Annexation Agreements over each eventual piece of property to be annexed. Hearing and requested approval of two Annexation Agreements related to this property are presented earlier on this same agenda (March 24, 2025).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of this action before the City Council, by Certified Mail, was sent to the following parties on March 6, 2025: Bloomington Township Fire Protection District, Golden Prairie Public Library District, Bloomington Township, and Bloomington Township Highway Commission. Additionally, the notice for the associated public hearing at City Council was published in *The Pantagraph* on February 25, 2025.

FINANCIAL IMPACT: The Applicant will be responsible for the construction and cost of any infrastructure or development on the subject property. Upon the availability of water and sewer

service, tap-on fees helping to pay back the cost of existing water and sewer infrastructure.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 5B Ordinance](#)

[DSD 5C Ordinance - Exhibit B](#)

[DSD 5D Owners Certificate](#)

[DSD 5E Certified Mail Required per 7-1-1](#)

ORDINANCE NO. 2025 - _____

AN ORDINANCE ANNEXING PROPERTY GENERALLY LOCATED AT THE WESTERN TERMINUS OF LUTZ ROAD, CONTAINING 22 ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE A (AGRICULTURE) DISTRICT, PIN: 21-20-100-006

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition requesting Annexation of approximately 22.14 acres of property located the northwestern terminus of Lutz Road, legally described in Exhibit A (PROPERTY); and

WHEREAS, said Petition included an Annexation Plat prepared by Corey Worthel, Illinois Professional Land Surveyor No. 3440 of Farnsworth Group, Inc., on September 10, 2024 (Exhibit B); and

WHEREAS, the PROPERTY is already the subject of Annexation Agreements (AGREEMENTS) with Trinity Lutheran Church for the northern approximately 4.6 acres, and with BBig Solar, LLC, for the southern approximately 17 acres, approved by City Council on March 24, 2025; and

WHEREAS, said AGREEMENTS include approval for a Zoning Map Amendment to the A (Agriculture) District, upon annexation; and

WHEREAS, said AGREEMENTS include approval for modifications of the Use Provisions associated with Solar Energy Conversion Facilities (§ 44-1031), benefiting both parties; and

WHEREAS, the notices required by Section 7-1-1 of the Municipal Code (65 ILCS 5/7-1-1) have been provided to the appropriate parties and an Affidavit of proof thereof submitted; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Annexation and Zoning Map Amendment.

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

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

SECTION 2. That the request for Annexation of approximately 22 acres of PROPERTY, legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications.

SECTION 3. A Zoning Map Amendment from (County) R-1 (Single Family Residential) District to the (City) A (Agriculture) District for the Property, legally described in Exhibit A and depicted in Exhibit B, is hereby approved.

SECTION 4. The request for overriding § 44-1031D of the City Code, relating to Decommissioning, is hereby approved as described in the Annexation AGREEMENTS with BBig Solar, LLC, adopted March 24, 2025, provided construction begins within 5 years of the effective

date of the said Annexation Agreement.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 8. This Ordinance shall be effective immediately after its approval and publication as required by law, following the effectiveness of Resolution No. 2025-_____ (A Resolution Authorizing an Annexation Agreement with Trinity Lutheran Church, for Property Generally Located Northwest of the Terminus of Lutz Road, part of PIN 21-20-100-006) and Resolution No. 2025-_____ (A Resolution Authorizing an Annexation Agreement with BBig Solar, LLC, for Property Generally Located at the Western Terminus of Lutz Road, part of PIN 21-20-100-006), and execution of the Agreements approved therein.

PASSED this 24th day of March 2025.

APPROVED this _____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A PART OF THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 20 AND THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

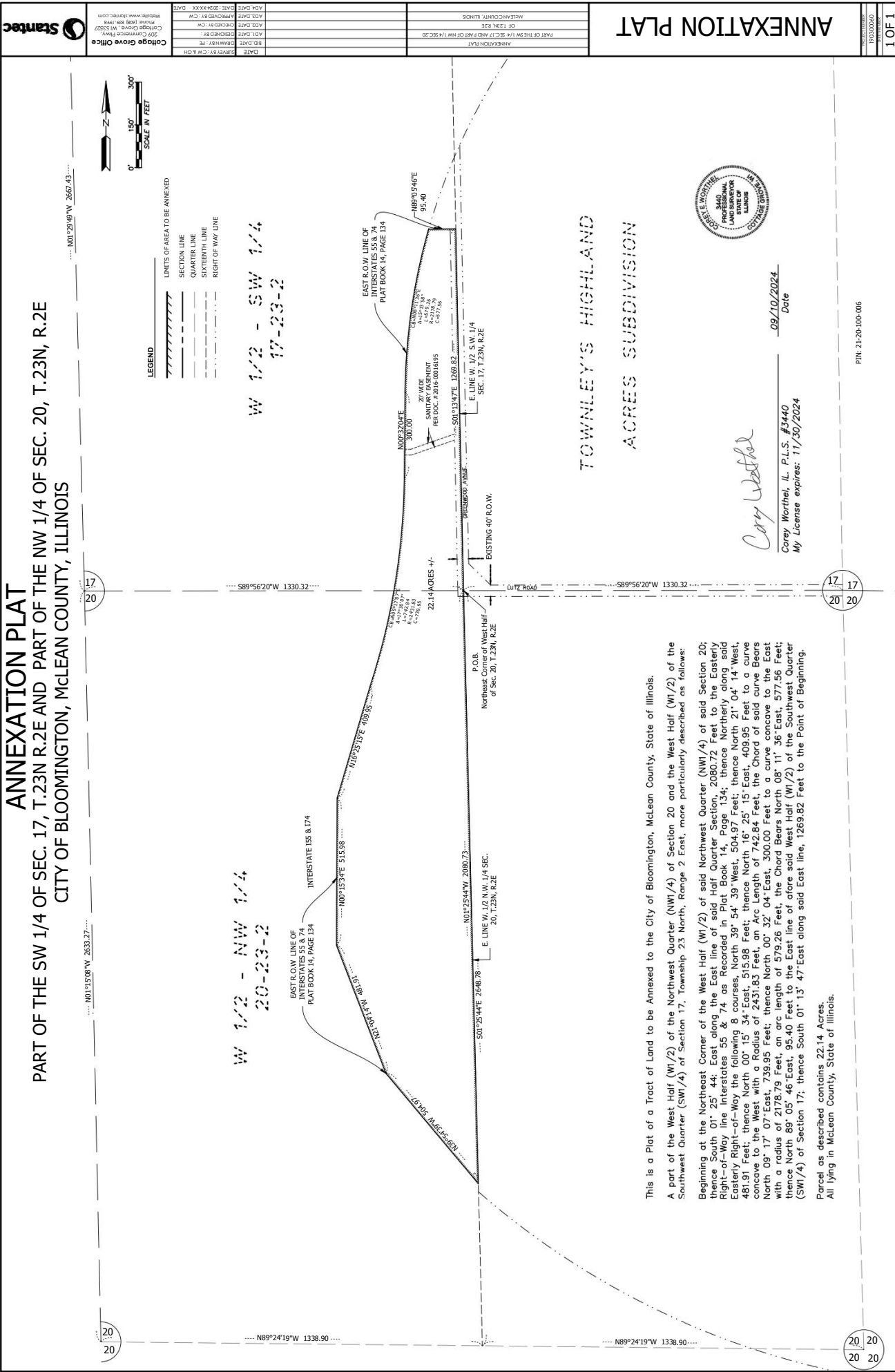
BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF (W1/2) OF SAID NORTHWEST QUARTER (NW1/4) OF SAID SECTION 20; THENCE SOUTH $01^{\circ} 25' 44''$ EAST ALONG THE EAST LINE OF SAID HALF QUARTER SECTION, 2080.72 FEET TO THE EASTERLY RIGHT-OF-WAY LINE INTERSTATES 55 & 74 AS RECORDED IN PLAT BOOK 14, PAGE 134; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING 8 COURSES, NORTH $39^{\circ} 54' 39''$ WEST, 504.97 FEET; THENCE NORTH $21^{\circ} 04' 14''$ WEST, 481.91 FEET; THENCE NORTH $00^{\circ} 15' 34''$ EAST, 515.98 FEET; THENCE NORTH $16^{\circ} 25' 15''$ EAST, 409.95 FEET TO A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 2431.83 FEET, AN ARC LENGTH OF 742.84 FEET, THE CHORD OF SAID CURVE BEARS NORTH $09^{\circ} 17' 07''$ EAST, 739.95 FEET; THENCE NORTH $00^{\circ} 32' 04''$ EAST, 300.00 FEET TO A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 2178.79 FEET, AN ARC LENGTH OF 579.26 FEET, THE CHORD BEARS NORTH $08^{\circ} 11' 36''$ EAST, 577.56 FEET; THENCE NORTH $89^{\circ} 05' 46''$ EAST, 95.40 FEET TO THE EAST LINE OF AFORE SAID WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 17; THENCE SOUTH $01^{\circ} 13' 47''$ EAST ALONG SAID EAST LINE, 1269.82 FEET TO THE POINT OF BEGINNING.

PIN: 21-20-100-006

EXHIBIT B

ANNEXATION PLAT

PART OF THE SW 1/4 OF SEC. 17, T.23N R.2E AND PART OF THE NW 1/4 OF SEC. 20, T.23N, R.2E
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



ANNEXATION PLAT

TOWNLEY'S HIGHLAND
ACRES SUBDIVISION



Corey Worthel, L.L.P.S. #3440
My License expires: 11/30/2024
Date: 09/10/2024

PIN: 21-20-100-006

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, that BBIG SOLAR, LLC, an Illinois Limited Liability Company, hereby certifies that it is the owner of the premises described on Exhibit A, attached hereto and incorporated herein, which is the subject of a certain Petition for Annexation to the City of Bloomington, McLean County, Illinois, which is depicted by the Annexation Plat prepared by Corey Worthel, Illinois Professional Land Surveyor No. 3440, on September 10, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand this 2 day of October, 2024.

BBIG SOLAR, LLC, an Illinois Limited Liability Company

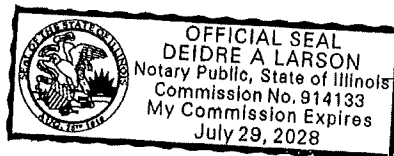
By: Justin Bellas
Justin Bellas, One of Its Managers

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, Deidre A. Larson, a Notary Public in and for the county and state aforesaid, do hereby certify that Justin Bellas, A Manager of BBIG Solar, LLC, an Illinois Limited Liability Company, 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 Owner's Certificate as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of October, 2024.



Deidre Larson
Notary Public

My commission expires 7.29.2028.

EXHIBIT "A"

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

NOTICE

TO: Trustees of Bloomington Township and
Road Commissioner of Bloomington Township

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois:

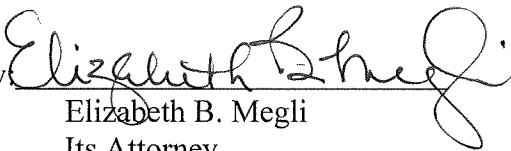
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

You may exercise jurisdiction over, adjacent to or included in the property described herein. Upon annexation, a portion of this property may, by operation of law, be disconnected from Bloomington Township.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

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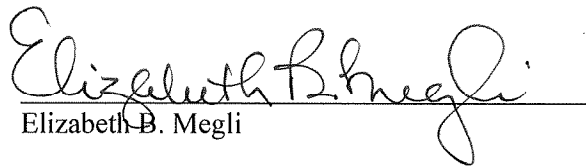
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CERTIFIED MAILING

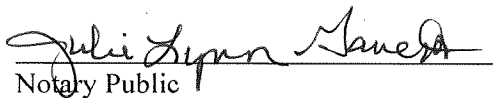
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Highway Commissioner of Bloomington Township and Board of Township Trustees of Bloomington Township, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Building 2501 Fox Creek Rd. Bloomington, IL 61705	Jennifer Capodice, Supervisor Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Jennifer Vericella, Clerk Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	David Mier, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Gary Pearl, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Mark Yontz, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705
Christopher Witte, Trustee Bloomington Township 2501 Fox Creek Rd. Bloomington, IL 61705	Glenn Milton Bloomington Township Contract Assessor 4125 N 1700 East Rd. Heyworth, IL 61745
Mr. Rodney Boester Road Commissioner 2501 Fox Creek Rd. Bloomington, IL 61705	


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Bloomington Township Fire Protection District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides fire protection:

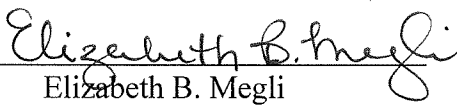
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BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by:
Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

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Parcel No. 21-20-100-006

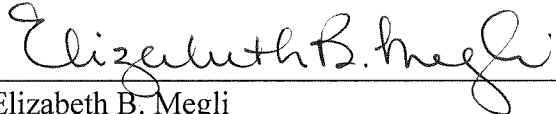
Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

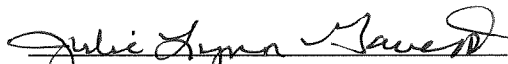
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to the Bloomington Township Fire Protection District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705	Chief Tom Willan Bloomington Township Fire Protection District 14880 Old Colonial Rd. Bloomington, IL 61705
--	--


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public



NOTICE

TO: Trustees of the Golden Prairie Public Library District

PLEASE TAKE NOTICE that a Petition requesting annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality, which provides library service:

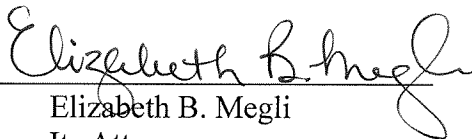
SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

This property is or may be in the Golden Prairie Public Library District. Upon annexation, this property may, by operation of law, be disconnected from the Golden Prairie Library District.

This written Notice is being served upon you pursuant to statute more than ten (10) days before any action is taken on the Petition for Annexation.

This matter shall be considered at a meeting of the Bloomington City Council, which shall be held on **Monday, March 24, 2025, at 6:00 p.m.** in the City Council Chambers, Government Center, 115 E. Washington St., Fourth Floor, Room 400, Bloomington, Illinois.

BBIG Solar LLC (Owner)

By: 
Elizabeth B. Megli
Its Attorney

Prepared by: Elizabeth B. Megli
LIVINGSTON, BARGER, BRANDT & SCHROEDER, LLP
115 W. Jefferson St., Suite 400
Bloomington, IL 61701
PH: 309-828-5281

EXHIBIT A

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

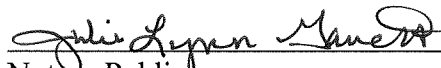
STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

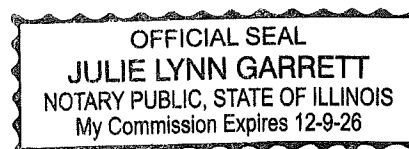
I, the undersigned, being first duly sworn on oath, certify that I served a copy of the foregoing Notice to Trustees of the Golden Prairie Public Library District, by placing a copy of same in an envelope addressed and with postage fully prepaid; depositing said envelope in the United States Post Office at Bloomington, Illinois, at or about 5:00 o'clock P.M. on the 6th day of March, 2025. Said copies were sent via certified mail, return receipt requested, to the following:

Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ary Anderson, President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Kathy Vroman, Secretary/Treasurer Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Jim Russell, Vice President Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Patti Salch, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Ruth Novosad, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701
Stephanie Walden, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701	Stephen Peterson, Trustee Golden Prairie Library District 205 E. Olive St. Bloomington, IL 61701


Elizabeth B. Megli

Subscribed and sworn to before me
this 6th day of March, 2025.


Notary Public





CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving the Expedited Final Plat of the Resubdivision of Lot 2 G.K.C. Theaters Subdivision (PIN: 22-07-200-035), as requested by the Development Services 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: The Petitioner, FMB Holding, Inc., is requesting approval of an Expedited Final Plat for the *Resubdivision of Lot 2 G.K.C. Theaters Subdivision*, which will result in three lots of record (numbered 3-5) and is located between Bronco Drive and Detroit Drive just west of Towanda-Barnes Road.

The property is identified by the Parcel Identification Number (PIN) 22-07-200-035 and is within the City of Bloomington. An existing parking lot and building, previously used as a theater, is located within the proposed northern Lot 3 area. An existing water main and water main easement run through the proposed Lot 3 area as well. The southern portion of the property (proposed Lots 4 and 5) currently exists as grassed open space. The parcel is zoned B-1 (General Commercial) District.

As this is a re-plat, no tap-on fees are due (a tap-on fee is a fee paid by the landowner or developer so that the City can recoup costs to install public infrastructure). No bond is required as all public improvements are in place.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and qualifies for the Expedited Final Plat procedure set forth in Section 24-305F of the City Code. City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: FMB Holding, Inc.

FINANCIAL IMPACT: The Property Owner/Developer paid all survey and plat costs.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[DSD 6B Ordinance](#)

DSD 6C Ordinance - Exhibit B - Final Plat
DSD 6D Owners Petition
DSD 6E County Clerks Certificate
DSD 6F Owners Certificate
DSD 6G School District Certificate
DSD 6H Final Plat Checklist
DSD 6I Final Plat Map
DSD 6J Drainage Statement

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING THE EXPEDITED FINAL PLAT OF THE
RESUBDIVISION OF LOT 2 G.K.C. THEATERS SUBDIVISION (PIN: 22-07-200-035)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition for approval of the Expedited Final Plat of the *Resubdivision of Lot 2 G.K.C. Theaters Subdivision*, dated January 29, 2025, legally described in Exhibit A and depicted in Exhibit B (FINAL PLAT); and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

WHEREAS, said FINAL PLAT meets the requirements for review as an Expedited FINAL PLAT under § 24-305F, and it is appropriate to grant the requested exemptions or variations; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Expedited FINAL PLAT attached to said Petition was prepared in compliance with the 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 into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Expedited FINAL PLAT of the *Resubdivision of Lot 2 G.K.C. Theaters Subdivision*, dated January 29, 2025, is hereby approved, with the requested exemptions and variations, as allowed by § 24-305F.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Lot 2 in G.K.C. Theaters Subdivision, according to the plat thereof recorded July 15, 2002 as Document No. 2002-24698 in the City of Bloomington, McLean County, Illinois.

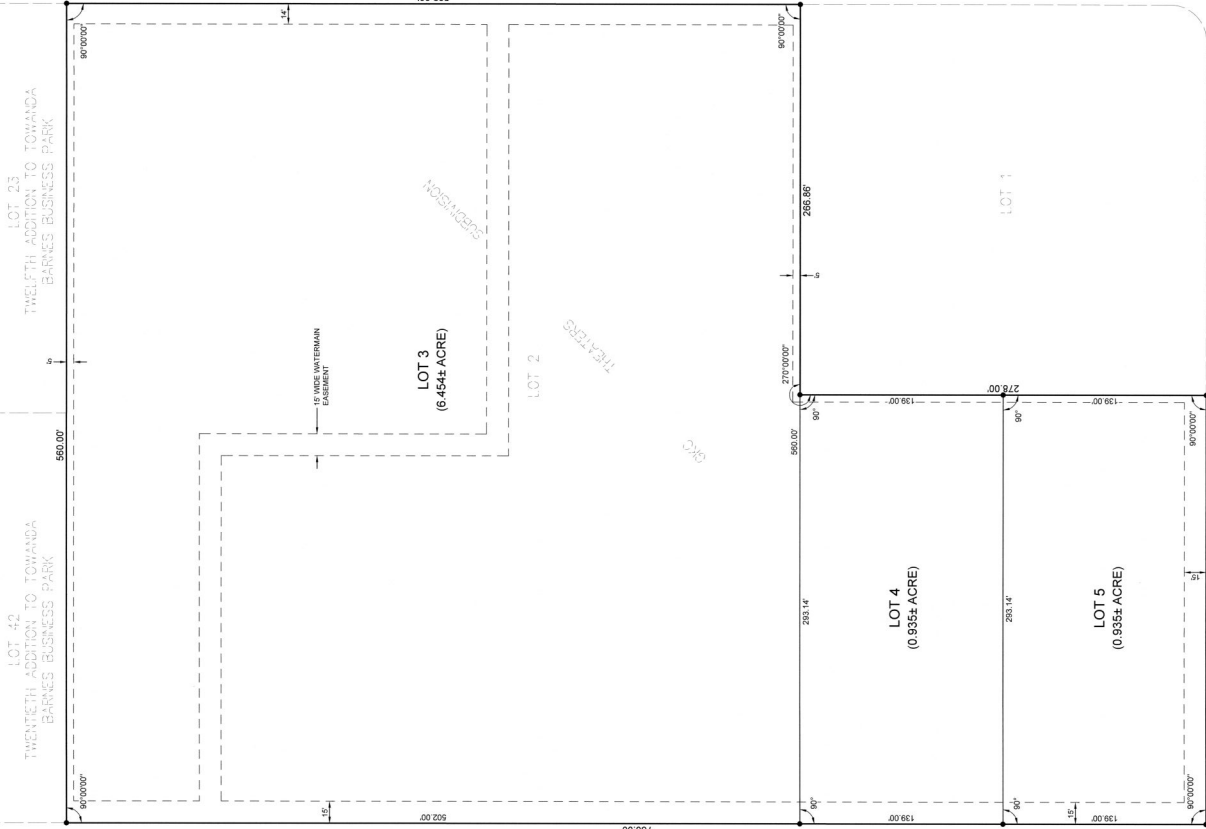
Address: 415 Detroit Drive

PIN: 22-07-200-035

EXHIBIT B

RESUBDIVISION OF LOT 2 G.K.C. THEATERS SUBDIVISION

PART OF N.E. 1/4 SECTION 7, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LOT 42
TWENTY-FOURTH ADDITION TO TOWANDA
BARNES BUSINESS PARK

LOT 23
TWELFTH ADDITION TO TOWANDA
BARNES BUSINESS PARK

1/2 INCH WATERMAIN
1/2 INCH GAS

LOT 3
(6.454+ ACRES)

LOT 2

THEATERS

G.K.C.

LOT 4
(0.935+ ACRES)

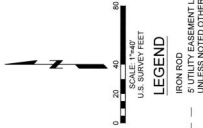
LOT 5
(0.935+ ACRES)

WICKER ROAD (60' R.O.W.)

BRONCO DRIVE (60' R.O.W.)

DETROIT DRIVE (60' R.O.W.)

VIC DRIVE (66' R.O.W.)



LEGEND

IRON ROD
SURVEY EASEMENT LINE
UNLESS NOTED OTHERWISE

SURVEYORS DECLARATION

The following described property has been surveyed and plotted under my direction
Lot 2 G.K.C. Theaters Subdivision, according to the plat thereof recorded July 15, 2002 as
Document No. 2002-0468 in the City of Bloomington, McLean County, Illinois.
This property contains 8.304 acres, more or less, and has been subdivided into 3 lots, numbered 3
through 5, and is being resubdivided into 5 lots, numbered 1 through 5, and is being
resubdivided into 5 lots, numbered 1 through 5, and is being resubdivided into 5 lots,
"Resubdivision of Lot 2 G.K.C. Theaters Subdivision" in the City of Bloomington, McLean County,
Illinois.
This subdivision lies within Zone X (Area of Minimal Flood Hazard) according to the Federal
Flood Insurance Study, Map No. 17130D010E, Community No. 170490, revised July 16, 2008.
Witness my hand and seal this 20th day of January, 2025.



FARNSWORTH GROUP, INC.
2715
N. WILSON AVENUE
BLOOMINGTON, IL 61704

By: *[Signature]*
David A. Boman
Professional Land Surveyor No. 3715
EXP. DATE: 11-30-2026
DPOB: 08-11-1958
NO. 184-001088

This professional service conforms to the current Illinois minimum standards for boundary surveys.

NOTES:

1. The address of this property is 415 Detroit Drive, Bloomington, Illinois. PIN 22-07-200-035
2. All easements shown hereon were established through the final plat of G.K.C. Theaters
Subdivision, recorded July 15, 2002 as Document No. 2002-0468. No new easements have been
created as part of this plat.

DRAWN BY:
P.O. Box 1142
Bloomington, IL 61702

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 Resubdivision of Lot 2 G.K.C. Theaters
Subdivision, recorded July 15, 2002 as Document No. 2002-0468, by an affirmative vote of all members of said council,
the vote having been taken by year and a majority and entered on the record of the proceedings of said council.
Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2025.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF MCLEAN }

I, _____, City Engineer for the City of Bloomington, Illinois, hereby certify
that the land represented hereon is the annexed plat and the plans and specifications thereon meet the
requirements of the City of Bloomington, Illinois, and are in accordance with the City of Bloomington City Code.
Dated at Bloomington, Illinois, this _____ day of _____, 2025.

City Engineer
Bloomington, Illinois

File No.: 24-5434

1

PETITION FOR APPROVAL OF EXPEDITED FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now come(s) *Bradley Finn*, hereinafter referred to as "Petitioner(s)", respectfully
representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate
thereinof the Property hereinafter legally described in Exhibit "A" and
hereinafter referred to as "Property", which is attached hereto and made a part
hereof by this reference, or 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 property;
2. That your Petitioner(s) seek(s) approval of the Expedited Final Plat for the
subdivision of said property to be known and described as Resubdivision of Lot
2 G.K.C. Theaters Subdivision;
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: waiver of the preliminary plan, submission, review, and approval
procedures, as allowed by § 24-305F;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the
Resubdivision of Lot 2 G.K.C. Theaters Subdivision submitted herewith, be approved
with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:



Name: Robert Finegan
Title: Attorney for Petitioner
Date: February 13, 2025

EXHIBIT A

LEGAL DESCRIPTION

Resubdivision of Lot 2 G.K.C. Theaters Subdivision

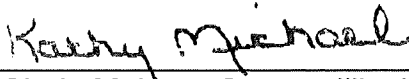
Lot 2 in G.K.C. Theaters Subdivision, according to the plat thereof recorded July 15, 2002 as Document No. 2002-24698 in the City of Bloomington, McLean County, Illinois

PIN(S): 22-07-200-035

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 13 day of February 2025, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.



County Clerk, McLean County, Illinois

A Part of PIN: 22-07-200-035

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of Resubdivision of Lot 2 G.K.C. Theaters Subdivision; in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Resubdivision of Lot 2 G.K.C. Theaters Subdivision;" in 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, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 14th day of February, 2025.

Signature

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 14th day of February, 2025.

Notary Public

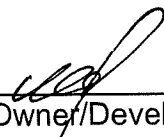
My commission expires 02/08/2028.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I Faredin Mehrokyulov as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Resubdivision of Lot 2 G.K.C. Theaters Subdivision; to the best of my knowledge, is located within the boundaries of Unit 5 in McLean County, Illinois.

Dated this 14th day of February, 2025.



Owner/Developer



FMB Holding, Inc. (Resubdivision of Lot 2 G.K.C. Theaters Subdivision)

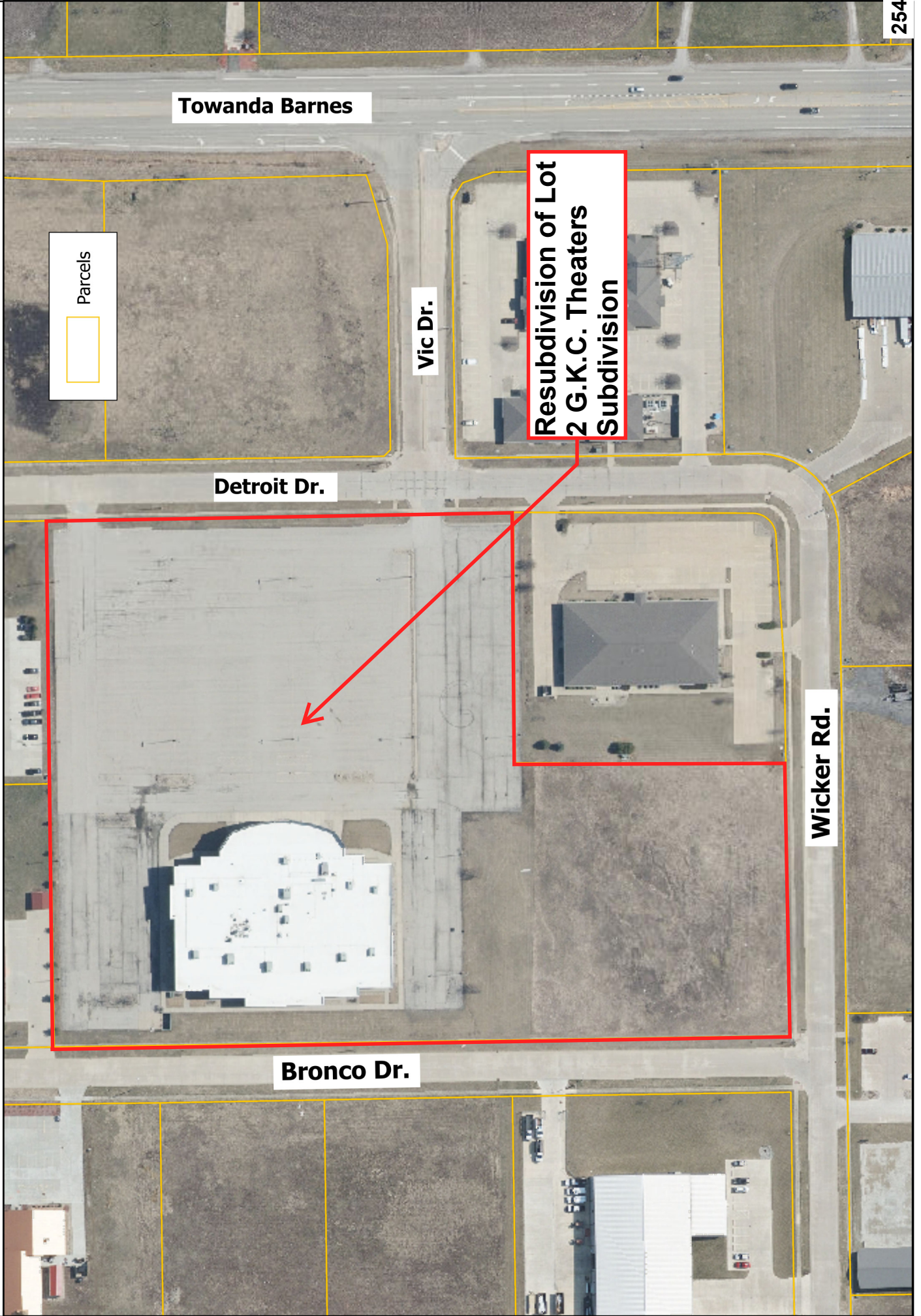
Date Prepared: 2/21/2025

Shown on Final Plat:		Initial
Easements shown for all public improvements		S/L
City Engineer's Signature Block		S/L
Clerk's Signature Block		S/L
Areas or facilities to be dedicated to the public		S/L
Railroad Right of Ways		N/A
Subdivision Boundaries		S/L
References to nearest street lines, Township, Sections lines, or monuments.		S/L
Name of Subdivision		S/L
Legal Description		S/L
Existing Parcel Id Number (PIN)		S/L
Surveyor's statement regarding any Special Flood Hazard Areas.		S/L
Total Acreage		S/L
Street Names		S/L
Proposed Lot numbers (consecutively numbered)		S/L
The following shall be provided:		
School District Certificate		S/L
County Clerk's Certificate		S/L
Owner's Certificate		S/L
Drainage Statement		S/L
Owner's Petition		S/L
Ordinance		S/L
Utility Company Signoffs		N/A
Digital PDF Submittal provided to Public Works		S/L
Digital CAD format submittal provided to Public Works		Not yet
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.		N/A
Final Plat is signed by IL licensed surveyor		Not Yet
Plans for all public improvements approved		N/A

Resubdivision of Lot 2 G.K.C. Theaters Subdivision



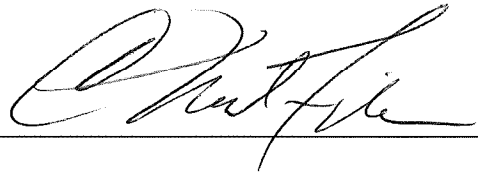
Date: 2/21/2025



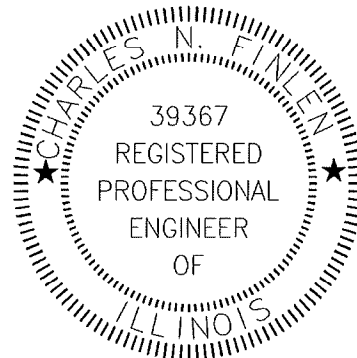
DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and FMB Holding, Inc., being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Resubdivision of Lot 2 G.K.C. Theaters Subdivision" 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. 8.N.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving the Expedited Final Plat of Bloomington Big Solar Subdivision (PIN: 21-20-100-006), as requested by the Development Services 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: The Petitioner, BBIG Solar, LLC, is requesting approval of an Expedited Final Plat for the Bloomington Big Solar Subdivision, which consists of two lots of record and is located at the west end of Lutz Road, adjacent to Business I-55 (South Veterans Parkway).

The property is identified by the Parcel Identification Number (PIN) 21-20-100-006 and is planned for annexation to the City of Bloomington on March 24, 2025. The parcel is less than 1.5 miles outside of the Corporate Limits of the City, and therefore the Plat falls within the City's extraterritorial jurisdiction for review and approval, even prior to annexation. The parcel currently exists as farmland with an existing sanitary sewer easement through the northern portion of the parcel. The parcel is zoned County R-1 (Single Family Residential), and will be zoned A (Agriculture) District, upon annexation.

No tap-on fees or infrastructure bonding is due at this time (a tap-on fee is a fee paid by the landowner/developer so that the City can recoup costs to install public infrastructure).

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and qualifies for the Expedited Final Plat procedure set forth in Section 24-305F of the City code. City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: BBIG Solar, LLC

FINANCIAL IMPACT: The Property Owner/Developer paid all survey and plat costs. Approval of the Final Plat will facilitate investment and appropriate interim development of the vacant property.

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

DSD 7B Ordinance
DSD 7C Ordinance - Exhibit B - Final Plat
DSD 7D Owners Petition
DSD 7E County Clerks Certificate
DSD 7F Owners & School Certificate
DSD 7G Final Plat Checklist
DSD 7H Final Plat Map
DSD 7I Drainage Statement

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING THE EXPEDITED FINAL PLAT OF
BLOOMINGTON BIG SOLAR SUBDIVISION (PIN: 21-20-100-006)**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition for approval of the Expedited Final Plat of Bloomington Big Solar Subdivision, for the property legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said Petition included a Final Plat prepared by Corey E. Worthel, Illinois Professional Land Surveyor No. 3440 of Stantec, dated February 14, 2025, depicted in Exhibit B (EXPEDITED FINAL PLAT); and

WHEREAS, the City of Bloomington has jurisdiction over subdivision within city limits and the extraterritorial jurisdiction of 1.5 miles outside the Corporate Limits of the City, including the subject PROPERTY; and

WHEREAS, the City of Bloomington has an adopted Annexation Agreement(s) with the Petitioner for the subject PROPERTY; and,

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code: waiver of the preliminary plan, submission, review, and approval procedures, as allowed by § 24-305F; and

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

WHEREAS, the process and timing of required bonding and tap-on fees has been addressed in the approved Annexation Agreement for the subject PROPERTY, and no tap-on fees are due at this time.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The EXPEDITED FINAL PLAT of Bloomington Big Solar Subdivision dated February 14, 2025, for the subject PROPERTY, legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications. All required supportive documents and certificates shall be received and properly executed, or this approval is null and void.

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

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

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

1
+

EAST R.O.W LINE OF
INTERSTATES 55 & 74
PLAT BOOK 14, PAGE 134

1-17A

N21°04'14"W 481.91

N00°15'34"E 515.98

LOT 2
AREA: 740,860
17.01 AC

2060.73

S01°25'44"E 2648.78

E LINE OF W 1/2 OF NW 1/4
OF SEC 20-23-2

1 / 2 - 23 - 2
1 / 2 - 23 - 2

BUSINESS I-55

IDOT TRANSIT LINE 23

EAST R.O.W LINE OF
INTERSTATES 55 & 74
PLAT BOOK 14, PAGE 134

04°45'14"E
3°26'21"
358.18
2431.83
357.86

N00°32'04"E 300.00

LOT 1

AREA: 198,883 SQ. FT.

4.57 ACRES

20' WIDE SANITARY EASEMENT
PER DOC #2016-0016195
& #2018-00015393

DEDICATION TO THE PUBLIC
AREA: 25,794 SQ. FT.
0.59 ACRES

CB=N08°11'36"E
Δ=15°13'58"
L=579.26
R=2178.79
C=577.56

N01°13'47"W 1229.52

1229.81

S01°13'47"E 1269.82

GREENWOOD AVENUE

ON ROD 1.98'
TION LINE

E LINE OF W 1/2 OF
SW 1/4 SEC OF 17-23-2
40' R.O.W.

EAST CORNER

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 "Bloomington Big Solar Subdivision" presented, passed

and approved at a regular meeting of said City Council held on the _____ Day of _____, 202_, by an affirmative vote of the majority of all members selected to 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 _____, 202_.

City Clerk

PLAT CERTIFICATION
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 specifications therefor meet the minimum requirements of said City of Bloomington outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 202_

City Engineer
Bloomington, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Corey E. Worthel, Illinois
surveyed, in accordance with the laws of
Illinois for the following described property, to-wit:

A part of the West Half (W1/2) of the
Southwest Quarter (SW1/4) of Section
follows:

Beginning at the Northeast Corner of the
thence South 01° 25' 44": East along
Right-of-Way line Interstates 55 & 74 as
Right-of-Way the following 8 courses, No
Feet; thence North 00° 15' 34" East, 51
to the West with a Radius of 2431.83
09° 17' 07" East, 739.95 Feet; thence
radius of 2178.79 Feet, an arc length of
North 89° 05' 46" East, 95.40 Feet to
(SW1/4) of Section 17; thence South 01° 13' 4

I further certify that I have surveyed
further certify that it contains 22.18 acres.

Iron pins identify all lot corners and
thereof. All streets and easements designated

Said subdivision is to be known as
Illinois.

I further certify that foregoing
property as subdivided.

I further certify that said subdivision
tributary area of 640 acres or more.

Stantec
Cottage Grove Office
209 Commerce Pkwy.
Cottage Grove, WI 53527

Corey Worthel

Corey E. Worthel

This professional service conforms to the
My License expires: 11/30/2026.

State of Illinois)
)ss.
County of McLean)

Now come(s) BBIG SOLAR, LLC, an Illinois limited liability company, hereinafter referred to as "Petitioner(s)", respectfully representing and requesting as follows:

- WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the Bloomington Big Solar Subdivision, submitted herewith, be approved with the exemptions and/or variations as requested herein.

By: Elizabeth B. Megli
Name: Elizabeth B. Megli, Its Attorney
Date: January 8, 2025

EXHIBIT A

LEGAL DESCRIPTION

Bloomington Big Solar Subdivision

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

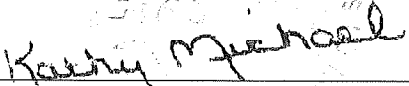
Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 3 day of OCTOBER 2004, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land legally described on Exhibit "A" attached hereto and made a part hereof.



County Clerk, McLean County, Illinois

EXHIBIT "A"

All that part of the West Half of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of the East right of way of FAI Route 55, Section 57-74 and FAI Route 74, Section 57-20 as said right of way is shown on Plat recorded in Plat Book 14, page 134, McLean County, Illinois, and that part of the West Half of the Northwest Quarter of Section 20, Township 23 North, Range 2 East of the Third Principal Meridian, lying East of said East right of way line, in McLean County, Illinois.

Parcel No. 21-20-100-006

Common Description: 22.76 acres farmland, Bloomington Township

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, BBIG SOLAR, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, hereby certify that we/I are the owner/s of the premises embodied in the attached Plat of BLOOMINGTON BIG SOLAR SUBDIVISION ("Plat") in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "BLOOMINGTON BIG SOLAR SUBDIVISION" ("Subdivision") in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by COREY WORTHEL, Registered Illinois Land Surveyor Number 3440.

We, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, and further dedicated the public use areas as shown on said Plat, where dedication is required or indicated on said Plat.

SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge, the property herein described in the Surveyor's Certificate, which will be known as BLOOMINGTON BIG SOLAR SUBDIVISION, is located within the boundaries of COMMUNITY UNIT SCHOOL DISTRICT #5, in McLean County, Illinois.

COVENANTS AND RESTRICTIONS

It is here provided that all conveyances of property hereinafter made in the Subdivision by the present of future owners of any of the lands described in the Surveyor's Certificate of the Subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable. Notwithstanding the foregoing, all property owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the City of Bloomington, and all property owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

AREA OF APPLICATION

The covenants below, in their entirety, shall apply to all lots as shown on the Plat of the Subdivision.

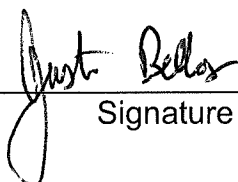
COVENANTS

1. Public Street Improvements. All obligations of the subject property, relating to roadway improvement for Lutz Road and Greenwood Avenue (or the vacation thereof), are the

obligation of the owner of Lot 1 and shall become due upon the further subdivision or development of Lot 1.

2. Waiver. The failure of any lot owner, the present owner of the Subdivision, or the City of Bloomington to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.
3. Enforcement. Enforcement shall be by proceeds at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any lot owner or the City of Bloomington shall have the power to seek appropriate remedy for the enforcement of these covenants but shall not be required to do so. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorneys' fees.
4. Duration. These covenants are to run with the land and shall be binding upon all parties and all persons claiming title under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said covenants in whole or in part.
5. Construction. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens, or charges, or any part thereof, shall be thereby affected or impaired. In interpreting any provision of these covenants, the uses of singular and pleural of masculine and feminine shall be presumed to include their opposites.
6. Authority to Release or Amend Covenants. The owners of legal sites or lots in the Subdivision shall have the authority at any time to release or amend all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth application to such area upon affirmative vote of all such lots and upon the recording of such waiver, amendment, or release in the Recorder's Office of McLean County, Illinois, such restrictions, conditions, covenants, reservations, liens or charges shall no longer be required under the provisions herein set forth. Notwithstanding, these covenants shall not be altered, amended or release without the written approval for the City Council of the City of Bloomington.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
14th day of February, 2025.



Signature

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

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

Given under my hand and notarial seal this 19th day of February, 2025.

Julie Lynn Garrett
Notary Public

My commission expires 12-9-2026.





BBIG SOLAR, LLC (Bloomington Big Solar Subdivision)

Date Prepared: 12/20/2024

Shown on Final Plat:	Initial
Easements shown for all public improvements	S/L
City Engineer's Signature Block	S/L
Clerk's Signature Block	S/L
Areas or facilities to be dedicated to the public	S/L
Railroad Right of Ways	N/A
Subdivision Boundaries	S/L
References to nearest street lines, Township, Sections lines, or monuments.	S/L
Name of Subdivision	S/L
Legal Description	S/L
Existing Parcel Id Number (PIN)	S/L
Surveyor's statement regarding any Special Flood Hazard Areas.	S/L
Total Acreage	S/L
Street Names	S/L
Proposed Lot numbers (consecutively numbered)	S/L
The following shall be provided:	
School District Certificate	S/L
County Clerk's Certificate	S/L
Owner's Certificate	S/L
Drainage Statement	S/L
Owner's Petition	S/L
Ordinance	S/L
Utility Company Signoffs	N/A
Digital PDF Submittal provided to Public Works	S/L
Digital CAD format submittal provided to Public Works	Not yet
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.	N/A
Final Plat is signed by IL licensed surveyor	S/L
Plans for all public improvements approved by DOES	N/A

Bloomington Big Solar Subdivision



Date: 10/8/2024



Drainage Statement

Matthew A. Clementi, Registered Professional Engineer, and BBig Solar LLC being the owner(s) of the premises heretofore platted by Corey E. Worthel, Illinois Professional Land Surveyor No. 3440 to be and become Bloomington Big Solar Subdivision to the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or Planned Unit Development, or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or Planned Unit Development.

I further certify that portions of Lots are not within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

Matthew A. Clementi

Dec. 3, 2024

Registered Professional Engineer

Date



Owner(s)

Just Bellor



CONSENT AGENDA ITEM NO. 8.O.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Adopting the Official 2024 Zoning Map for the City of Bloomington, which Supersedes and Replaces the Official 2023 Zoning Map, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance 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 City Code (§ 44-202), 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, the City Code provides that in the event there have been significant or numerous changes in zoning, the City Council may adopt an Official Zoning Map showing those changes (§ 44-205).

The Official 2023 Zoning Map was adopted by Council on March 25, 2024. Over the course of the year in 2024, the City adopted a number of map amendments as the result of community petitions; these are included in the map, attached as Exhibit A to the proposed Ordinance. A complete list of common addresses and PINs for map amendments occurring in 2024 has been provided for reference.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Each map amendment, approved in 2024 and represented in the Official 2024 Zoning Map, has undergone review by City Staff and the Planning Commission. Each amendment required a public hearing with an opportunity for public comment and testimony and included additional consideration and action by City Council before final approval. The proposed Ordinance is a formality of incorporating already-approved changes into the visual representation of zoning within the City.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: John Myers, Assistant City Planner

ATTACHMENTS:

[DSD 4B Ordinance](#)

ORDINANCE NO. 2025 – _____

**AN ORDINANCE ADOPTING THE OFFICIAL 2024 ZONING MAP FOR THE CITY OF
BLOOMINGTON, WHICH SUPERSEDES AND REPLACES THE OFFICIAL
2023 ZONING MAP**

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 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 2023 Zoning Map (Res. 2024-012) on March 25, 2024, which superseded the Official 2022 Zoning Map (Res. 2023-04); and

WHEREAS, adopted changes to the Official 2023 Zoning Map, as of December 31, 2024, have been reviewed and incorporated into the map attached as Exhibit A (“OFFICIAL 2024 ZONING MAP”); and

WHEREAS, the map published by the corporate authority shall be the OFFICIAL 2024 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; and

WHEREAS, each OFFICIAL 2024 ZONING 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, pursuant to § 44-202 of the Bloomington City Code, one copy of the OFFICIAL 2024 ZONING MAP and thereafter one copy of the current annual revision thereto are to be kept for public inspection in the City Clerk Department and in the office of the Director of Development Services Department; and

WHEREAS, the City Council of said City has the power to pass this ordinance and adopt the OFFICIAL 2024 ZONING MAP with revisions as of December 31, 2024, as the Official Zoning Map of said City, which supersedes the Official 2023 Zoning Map adopted on March 25, 2024.

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. The Council hereby approves and adopts the OFFICIAL 2024 ZONING MAP for the City of Bloomington Illinois attached as Exhibit A.

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

SECTION 4. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

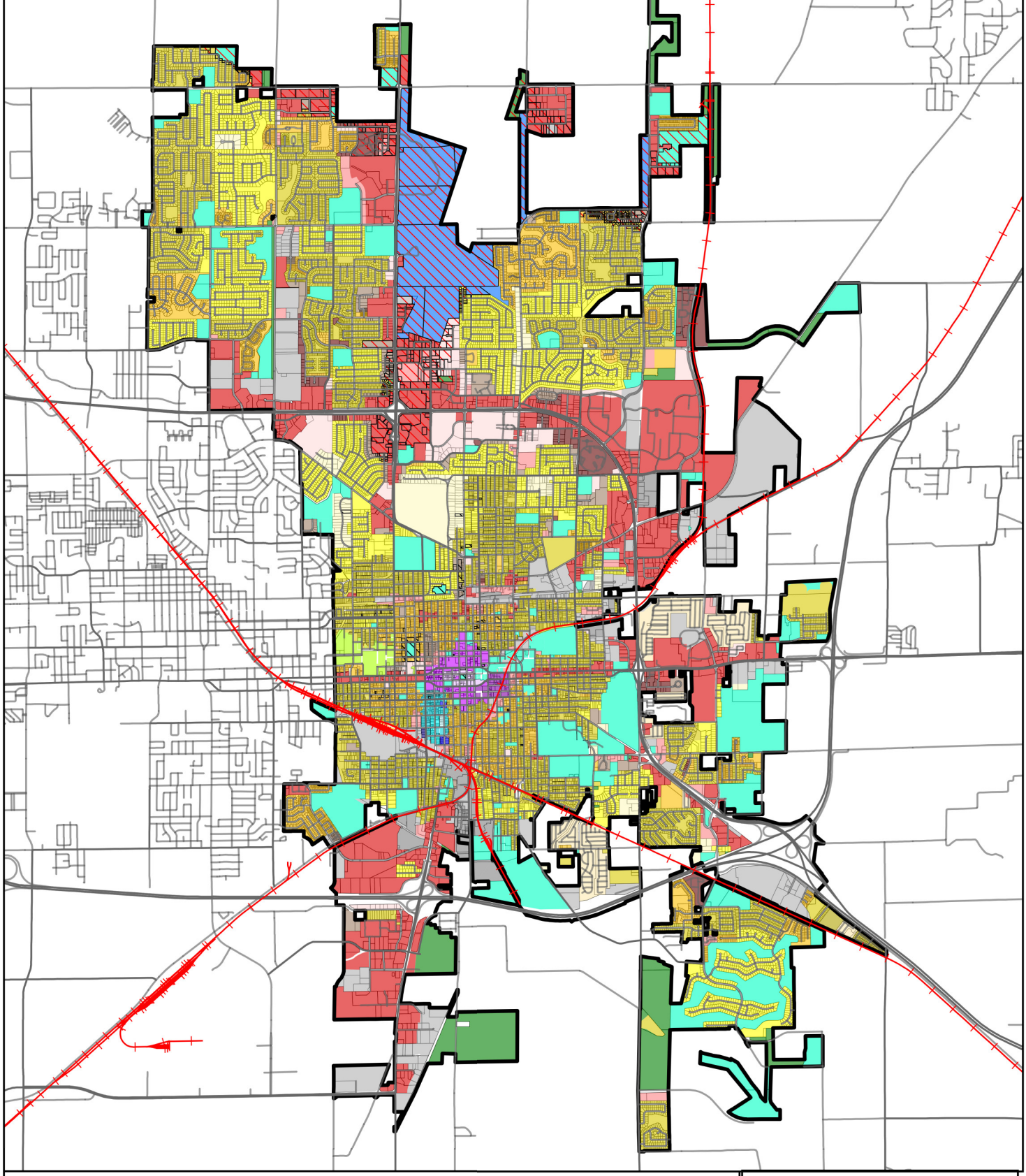
CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



District	
Commercial) District	
Commercial) District	
District	
Business) District	
Transition) District	
Warehouse and Arts) District	
House, Manor) District	
Estate House, Manor) District	
House, Manor, Apt on corners) District	
House, Manor, Rowhouse, Apt on corners) District	
ocial, Cottage Commercial, Iconic, Apt) District	
use) District	
(Manufacturing) District	
(Manufacturing) District	
District	
and Institutions) District	
District	
Family Residence) District	
Family Residence) District	
Family Residence) District	
Family Residence) District	
Family Manufactured Home Residence) District	
idence) District	
Family Residence) District	
Family Residence) District	
red Home Park) District	
Neighborhood Residence) District	

DEPARTMENTS/ DEVELOPMENT SERVICES/ PLANNING
AD

OF DEVELOPMENT SERVICES

OFFICIAL 2024 ZONING MAP WITH REVISIONS AS
DES AND REPLACES THE PREVIOUS OFFICIAL
CHAPTER 44 OF THE BLOOMINGTON CITY CODE,

CITY CLERK, LESLIE SMITH-YOCUM

Common Address and PINs for Map Amendments Occurring in 2024

Date Changed	Property Address	PIN(S)	Reference	Zoned To:
10/26/23	1420 Six Points Road	21-17-126-001	Ord. No. 2023-106	R-1B*
01/24/24	Generally Located North of the Grove on Kickapoo Creek 6 th Addition	Part of PIN: 22-08-400-015	Ord. No. 2024-002	R-2
03/25/24	1002 S. Main Street	21-09-148-001	Ord. No. 2024-013	B-1 without S-4 Overlay
07/22/24	The North 200 Feet of the West 200 Feet of Lot 30 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal	Part of PIN: 21-17-428-004	Ord. No. 2024-049	P-2
05/28/24	Generally Located South of the Terminus of Carri Drive, Between the Constitution Trail and W. Washington Street & 1803 W. Washington Street	20-01-100-031 & 21-05-306-002	Ord. No. 2024 - 071	A & M-2
05/28/24	2440 W. Washington Street	20-01-300-004	Ord. No. 2024-072	A
10/11/24	South of General Electric Road and West of Towanda Barnes Road	15-31-227-026	Ord. No. 2021-023	R-3A**

* Annexation and Zoning Map Amendment was approved by City Council in 2023 (Ord. No. 2023-106), but the recording was delayed until 02/13/2024 (File Number: 2024-00001831).

** 2024 Official Zoning Map "R-3A" zoning classification restored (changed due to error in 2021)



CONSENT AGENDA ITEM NO. 8.P.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and Action on (1) an Ordinance Authorizing the City Manager to Approve Utility Relocation Invoices for the Hamilton Road Improvement Project, in an Amount Not to Exceed \$183,654; and (2) a Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$183,654, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution and Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will obligate State Motor Fuel Tax (MFT) funds and allow City Manager approval for utility relocation costs for both phases of the Hamilton Road Improvement Project (map attached) so that individual action is not requested of the City Council for the numerous utility companies and various utility relocations that will be needed.

Five utility companies are expected to relocate utilities during construction: Corn Belt Energy, Ameren Electric, Frontier Communications, Nicor Gas, and Comcast. The City is responsible for covering the cost of utility relocations, but only for those occurring outside of its existing right of way. Additionally, there may be unforeseen utilities that require relocation, resulting in additional costs to the City. The budget for this work is \$300,000 and Staff believe it is in the best interest of the City to add a contingency of 25% to account for these potential unforeseen circumstances that may be found when digs occur for the utility relocations. Below is the estimated amount the City will pay for each utility company with known relocations required outside the City's right of way. The City's utility identification research did not find any utility work that will need to be done for Nicor Gas at this time. Frontier Communications requires payment before the relocation is done.

- Corn Belt Energy - \$22,484.70
- Ameren - Electric - \$53,766
- Frontier Communications - \$57,297
- Comcast - \$13,375
- Total cost + 25% Contingency = \$183,654

The extension of Hamilton Road, from Bunn Street to Morrissey Drive, has been a priority for the City for many years and is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway. Construction of Phase 1

Hamilton from Commerce Parkway to Morrissey Drive began on March 10, 2025. Construction of Phase 2 from Bunn Street to Commerce Parkway is expected to be bid in June of 2025, with construction beginning in the summer of 2025.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, Utility Relocation budgeted costs not to exceed \$183,654 will be made from the State Motor Fuel Tax Fund-Street Construction and Improvement account (20300300-72530). Stakeholders can locate information on this account in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 223, 229, 233, and 234.

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[ENG 1B Ordinance](#)

[ENG 1C Map](#)

[ENG 1D IDOT Resolution](#)

ORDINANCE NO. 2025 - ____

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPROVE UTILITY
RELOCATION INVOICES FOR THE HAMILTON ROAD IMPROVEMENT PROJECT, NOT
TO EXCEED THE AMOUNT OF \$183,654**

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

WHEREAS, the CITY intends to improve Hamilton Road from west of Bunn Street to east of Morrissey Drive (hereinafter "Hamilton Road Project"); and

WHEREAS, in order to complete the Hamilton Road Project, utility relocations are necessary; and

WHEREAS, not all utility relocation costs associated with this project are the CITY's responsibility to cover, with only those requiring relocation outside of the CITY's existing right of way being covered by the CITY; and

WHEREAS, the cost of utility relocation is estimated to be \$183,654, which must be funded to ensure timely project completion; and

WHEREAS, the CITY has identified funding sources, including State Motor Fuel Tax funds, to cover the necessary utility relocation expenses; and

WHEREAS, a Resolution for Improvement Under the Illinois Highway Code is needed to obligate State Motor Fuel Tax funds in the amount of \$183,654; and

WHEREAS, the City Council has determined it is in the best interests of the CITY to approve this Ordinance authorizing the City Manager to approve utility relocation invoices related to the Hamilton Road Project as set forth herein;

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

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

SECTION 2. The City Manager is authorized to approve utility relocation invoices as related to the Hamilton Road Project as documented by the Engineering Department and submitted in writing to the City Manager. All invoices must be subject to reimbursement by state funds allocated for the project or otherwise contained within the city budget.

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

SECTION 5. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. This Ordinance shall take effect immediately after passage.

SECTION 7. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

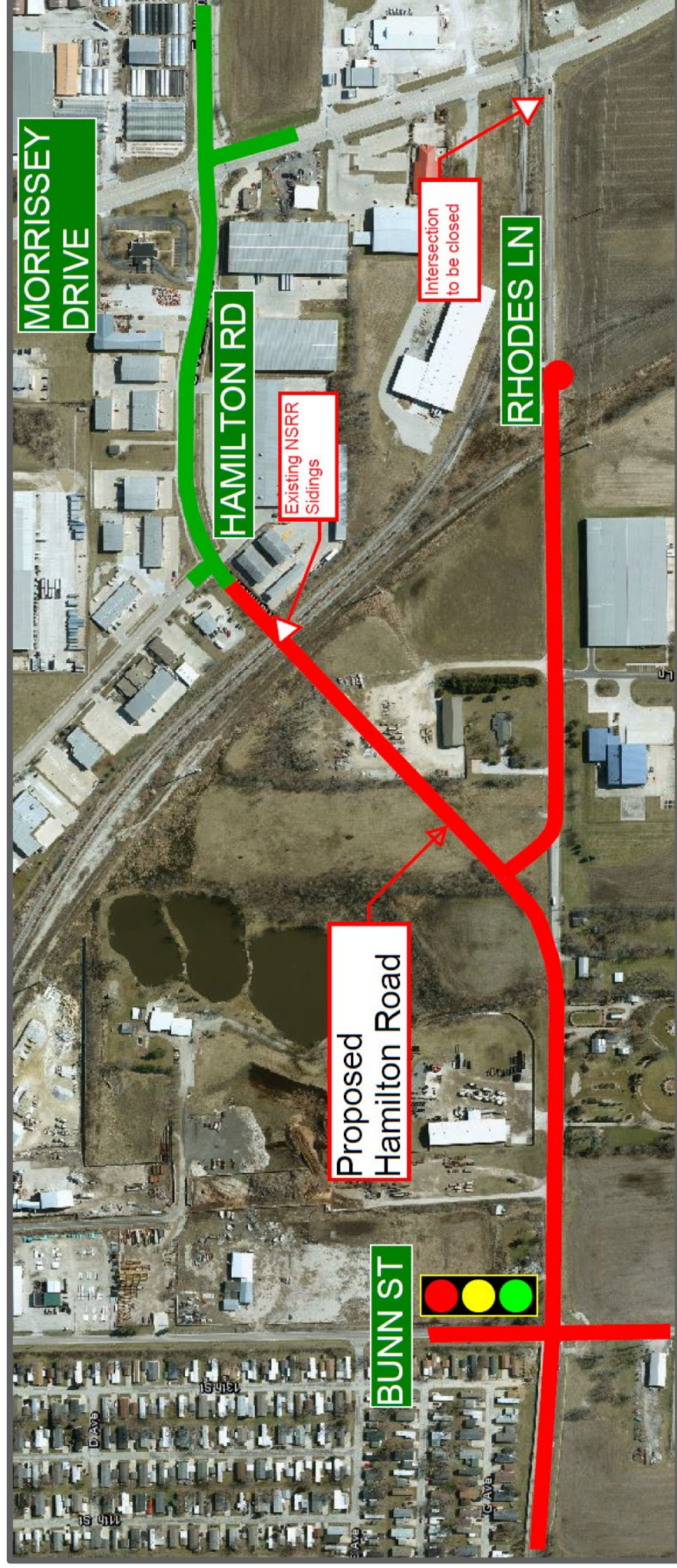
Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Hamilton Rd, Bunn St to Morrissey Dr

Proposed Split Phases 1 & 2



Proposed Construction Limits

Phase 1 - Green lines (widening / adding turn lanes, resurfacing and traffic signal work at Morrissey)

Phase 2 - Red lines (new road construction including new railroad crossing)


**Illinois Department
of Transportation**
**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☐ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

16-00360-00-PV

 BE IT RESOLVED, by the Council

 of the City

Governing Body Type

Local Public Agency Type

 of Bloomington

Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

 the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	1.11	FAU 6371	Bunn Street	Morrissey Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Utility relocations of reimbursable costs when utilities need to be relocated that are outside of our City's right of way made necessary by road improvements.

 2. That there is hereby appropriated the sum of One hundred eighty three thousand six hundred fifty four and 00/100

 Dollars (\$183,654.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

 I, Leslie Yocum
City

 Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

 of Bloomington

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

 of Bloomington

Name of Local Public Agency

 at a meeting held on March 24, 2025

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

 Regional Engineer Signature & Date
Department of Transportation



CONSENT AGENDA ITEM NO. 8.Q.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on 1) an Ordinance Dissolving the Property Maintenance Review Board, and Merging the Functions Performed by that Board with Those of the Building Board of Appeals, and 2) Approving the Minutes of the September 1, 2020, Special Property Maintenance Review Board Meeting, as requested by the Department of Community Impact & Enhancement.

RECOMMENDED MOTION: The proposed Ordinance and 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 Property Maintenance Review Board was established in 2011 for the purpose of hearing appeals with regard to property maintenance violations. There have not been any appeals to bring before the Board for consideration since August of 2011, and as a result, the Property Maintenance Review Board has had difficulty keeping a full membership. In addition, the City of Bloomington Administrative Court was created by ordinance in 2015 and provides an efficient and expedited process to remedy code violations with appeals being reviewed and decided on by a hearing office

To be considerate of the time and commitment of those who volunteer to serve on the City's Board and Commissions, staff believe transitioning the duties of the Property Maintenance Review Board to the Building Board of Appeals is a better use of resources. The Building Board of Appeals is comprised of 9 members, with 2 expert members from each field, electrical, plumbing, HVAC, and 3 from building. The additional responsibilities for the Building Board of Appeals will include: to conduct hearings and decide on initiated appeals from any order, requirements, decision, or determination made by the Director of Community Impact & Enhancement, hear and make recommendations of the Property Maintenance Code, Chapter 45 of the City Code and related amendments.

The Community Impact & Enhancement Department is currently planning various Community Outreach events, offering opportunities for rental tenants and property owners continued support to address their housing questions and concerns. We will have our kickoff event at the Housing Resource Fair on Wednesday March 19, 2025, from 10 am to 2 pm at the Eastland Mall, where the Community Enhancement Division will be available with information and/or to answer any questions regarding Rental Registration, and Property Maintenance complaints. The Community Enhancement Division will continue to plan future outreach events throughout the year with a variety of topics.

The last meeting of the Property Maintenance Review Board was on September 1, 2020, the concerning the adoption of the 2018 International Property Maintenance Code. As the governing body, the City Council has the authority to approve the final meeting minutes for the Property Maintenance Review Board.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Staff held in person meetings with the Chairs of both the Property Maintenance Review Board and Building Board of Appeals. City Staff also met with other members of the Property Maintenance Review Board and letters were sent to the current board members of the Property Maintenance Review Board and Building Board of Appeals.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Linda Webner,

ATTACHMENTS:

[CI&E 1B Ordinance](#)

[CI&E 1C Draft Minutes](#)

ORDINANCE NO. 2025 - ____

**AN ORDINANCE DISSOLVING THE PROPERTY MAINTENANCE REVIEW BOARD, AND
MERGING THE FUNCTIONS PERFORMED BY THAT BOARD WITH THOSE OF THE
BUILDING BOARD OF APPEALS**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the Property Maintenance Review Board was established in 2011 for the purpose of hearing appeals with regard to property maintenance violations; and

WHEREAS, there have not been any appeals to bring before the board for consideration since August of 2011, and as a result, the Property Maintenance Review Board has had difficulty keeping a full membership; and

WHEREAS, the City of Bloomington Administrative Court was created by ordinance in 2015 and provides an efficient and expedited process to remedy code violations with appeals being reviewed and decided on by a hearing officer; and

WHEREAS, the Building Board of Appeals is comprised of nine (9) members, with two (2) expert members from each field, electrical, plumbing, HVAC, and three (3) from building; and

WHEREAS, the Building Board of Appeals currently hears and makes recommendations pertaining to general, mechanical, electrical, or plumbing construction.

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

SECTION 1. Bloomington City Code Section 2-302A is hereby amended by deleting “Property Maintenance Review Board” from the list of Boards and Commissions.

SECTION 2. That Bloomington City Code Sections 2-302, 10-212, 10-401, 45-102, 45-201, 45-309, and 45-318, are hereby amended by deleting each occurrence of “Property Maintenance Review Board” and inserting in its place “Building Board of Appeals”.

SECTION 3. That Bloomington City Code 45-201, Sec. 1000.0, Property Maintenance Review Board is deleted in its entirety.

SECTION 4. That Bloomington City Code section 10-212 shall be amended to read as follows (New language is depicted by underlines. Deletions are indicated by strikeouts.):

§ 10-212 [Ch. 10, Sec. 23] Building Board of Appeals.

A. There is hereby created a Building Board of Appeals consisting of nine members. The members of the Board shall be individuals who are qualified by experience and training to decide upon matters pertaining to building construction and shall have the specific qualifications of each discipline set forth in this section. Three members shall represent general construction, and two members each shall represent the disciplines of mechanical construction, electrical construction and

plumbing.

(1) General construction. A general construction representative must be a licensed architect, licensed structural engineer, an individual having a minimum of a Master's degree in construction technology or related field, or an individual having a minimum of five years of experience in general construction.

(2) Mechanical construction. A mechanical construction representative must be a licensed mechanical engineer or a licensed HVAC contractor with a minimum of five years of experience in HVAC installation and maintenance.

(3) Electrical construction. An electrical construction representative must be a licensed electrical engineer or a licensed electrical contractor with a minimum of five years of experience in electrical installation and maintenance, or a graduate of a U.S. Department of Labor electrical apprenticeship program with a minimum of five years of experience in electrical installation and maintenance.

[Amended 10-12-2020 by Ord. No. 2020-67]

(4) Plumbing construction. A plumbing construction representative must be a licensed plumber with a minimum of five years of experience in plumbing or a licensed professional engineer or licensed architect, or an individual with a minimum of a Bachelor's Degree in environmental science.

B. The Mayor, with the consent of the City Council, shall make appointments to the Building Board of Appeals. The initial board shall consist of representatives appointed for staggered terms with three representatives each appointed to serve a two, three, or four-year term. Effective May 1, 2014, a person appointed to the Board shall serve a term of three years. This term may be extended after the three years for no more than two additional three-year terms. Members of the Board shall serve no more than three consecutive three-year terms (a total of nine years). The Board shall designate one of its members to serve as Chairperson. The Chairperson shall serve a one-year term and may be reappointed. The Director of ~~Economic & Community Development~~ Development Services or his their designee shall serve as an advisor to the Board and may act as its Secretary. Vacancies among Board members shall be filled for the unexpired term in the same manner as original appointments.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

C. The Building Board of Appeals shall have the following functions:

(1) To hear and decide all appeals from rulings or determinations made by the Director of ~~Economic & Community Development~~ Development Services and/or Community Impact & Enhancement or department staff pursuant to this chapter, Chapter **15**, (the Electrical Code), Chapter **34**, (the Plumbing Code), or Chapter 45, (Property Maintenance Code). In any appeal pertaining to general, mechanical, electrical or plumbing construction, at least one board member representing the discipline at issue must attend and participate in the appeal hearing and deliberations, unless such participation would be prohibited by law. In the event a board member from the discipline at issue is unavailable, the appeal shall be continued in an expeditious manner to a date upon which a representative from the discipline at issue and quorum of the Board can be present.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

(2) To conduct public hearings and decide duly initiated appeals from any order, requirement, decision or determination made by the Director of Development Services and/or Community Impact & Enhancement or code enforcement officials in the enforcement of Chapter 45 of the Bloomington City Code.

~~(2)(3)~~ To hear appeals related to applications for HVAC and electrical contractor licenses. In any such appeal, at least one board member representing electrical construction must attend and participate in the appeal hearing and deliberations.

~~(3)(4)~~ To conduct hearings on revocation or suspension of licenses, or the levying of fines against licensees.

~~(4)(5)~~ To serve as the "Board of Appeals" as that term is used in the various International construction and property maintenance codes adopted by the City of Bloomington. ~~All appeals of decisions and determinations made under the International Property Maintenance Code or Chapter 45 of this Code shall be heard and reviewed by the Property Maintenance Board of Review as provided in that Chapter.~~

~~(5)(6)~~ To examine and review background, general practical knowledge, prerequisites and qualifications required to sit for the practical examinations for electricians and mechanical contractors as required in this chapter and Chapter 15 of this Code.

~~(6)(7)~~ To recommend to the City Council reasonable rules and regulations governing the issuance of permits by the Director of ~~Economic & Community Development~~ Development Services and/or Community Impact & Enhancement Department under this chapter.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

~~(7)(8)~~ To recommend to the City Council reasonable fees to be paid for the inspections performed by personnel of the ~~Economic & Community Development~~ Development Services and/or Community Impact & Enhancement Department of the City of Bloomington under this chapter.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

~~(8)(9)~~ To hear and decide upon to the Property Maintenance Code, Chapter 45 of the City Code and relate and amendments.

~~(9)(10)~~ To make recommendations to the City Council concerning amendments to the Property Maintenance Code, Chapter 45.

~~(10)(11)~~ To perform such other duties as may be given or assigned by the City Council.

~~(11)(12)~~ The Building Board of Appeals, in concurrence with the Director of ~~Economic & Community Development~~ Development Services and/or Community Impact & Enhancement, shall have the authority to provide for experimental programs or pilot studies, including studies which would allow for the installation of materials or methods which are otherwise prohibited by City of Bloomington ordinance. In determining whether to approve such studies or pilot programs, the Building Board shall consider the health and safety of the residents of the City of Bloomington, the likely future use of the product or method sought to be used, and

the expected benefit of the intended material or method. Any program or study approved shall be limited in duration and scope such that a reasonable assessment can be made of the material or method. The Director of ~~Economic & Community Development~~ Development Services and/or Community Impact & Enhancement shall report regularly to the Building Board of Appeals on the effectiveness of such material or method approved for a pilot program or study.

[Ord. No. 2017-96; 8-10-2020 by Ord. No. 2020-53]

D. Quorum. Five members of the Board shall constitute a quorum. All decisions shall require an affirmative vote of a simple majority of the Board members present. No member of the Board shall consider or vote on any question in which he, or any corporation, limited liability company, or other legal entity in which he is a shareholder or member, is financially interested to an extent greater than other persons, firms or corporations performing or in business to perform comparable work.

E. Meetings and records. Meetings of the Board shall be held bi-annually, or at the call of the Chairperson or such other times as the Board may determine. All hearings before the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member on every question. If a member is absent or fails to vote, the minutes shall so indicate. The Board shall also keep records of its other official actions. Such minutes and such records shall be public records.

F. Appeal procedure.

[Ord. No. 2018-89; 8-10-2020 by Ord. No. 2020-53]

(1) Application for appeal. Any application for appeal shall be made within 10 days from the date of the decision appealed from, by filing with the Director of ~~Economic & Community Development~~ Development Services or their designee a Notice of Appeal specifying the grounds for the appeal. The Director of ~~Economic & Community Development~~ Development Services or their designee shall transmit to the Board of Appeals the Notice of Appeal and all papers or documents on which the matter appealed from is based.

(2) Any petition for a ~~variance/interpretation~~ determination from the Building Board of Appeals shall be filed with the ~~Economic & Community Development~~ Development Services Department, accompanied by a fee as set forth in the Schedule of Fees, payable to the City of Bloomington. Each additional petition in a multiple petition shall be charged a fee as set forth in the Schedule of Fees.

(3) Decision of the Board of Appeals. ~~The Board of Appeals shall in every case reach a decision without unreasonable or unnecessary delay.~~ Every decision of the Board shall be in writing and shall promptly be filed in the office of the Director of ~~Economic & Community Development~~ Development Services or their designee within 10 business days of the date of the hearing on the appeal and served either by personal delivery or regular mail on the party initiating the appeal.

(4) If a decision of the Board of Appeals reverses or modifies a decision of the Development Services or the Community Impact & Enhancement Departments,

the Director of ~~Economic & Community Development~~ Development Services and/or Community Impact & Enhancement shall take action immediately in accordance with such decision. The decision of the Board shall be final, subject only to judicial review.

G. Rules and regulations. The Board may establish rules and regulations for its own procedure not inconsistent with the provisions of this chapter.

[Ord. No. 2017-96]

SECTION 5. That Bloomington City Code section 10-401 shall be amended to read as follows (New language is depicted by underlines. Deletions are indicated by strikeouts).

§ 10-401 Modifications **[Sec. 113.4] Fee for Appeals.**

(a) Any petition for ~~a variance/interpretation from an appeal~~ an appeal to the Building Board of Appeals shall be filed with the ~~Economic & Community Development Services~~ Department, accompanied by a fee in an amount as set forth in the Schedule of Fees payable to the City of Bloomington. Each extra petition in a multiple petition shall be charged a fee in an amount as set forth in the Schedule of Fees. ~~Any variance involved with Property Maintenance Code will be charged an amount as set forth in the Schedule of Fees per initial variance with an amount as set forth in the Schedule of Fees charged for each additional variance.~~

(b) Any application for ~~a variance/interpretation~~ an appeal to this Code provided by the City Council, Zoning Board of Appeals, Building Board of Appeals, ~~Property Maintenance Review Board~~, City staff or Regional Planning Commission staff shall be exempted from the requirements of this section.

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 8. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of March 2025.

APPROVED this ___ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



**MINUTES
PUBLISHED BY THE AUTHORITY OF THE
PROPERTY MAINTENANCE REVIEW BOARD OF BLOOMINGTON, ILLINOIS
SPECIAL MEETING**

**Tuesday, September 1, 2020, 7:00 P.M.
Council Chambers, City Hall
109 East Olive Street, Bloomington, Illinois
WWW.CITYBLM.ORG/LIVE**

1. CALL TO ORDER

The Meeting was called to order by Chairperson Capodice at 7:06 p.m.

2. ROLL CALL

The Property Maintenance Review Board convened the Special Meeting virtually via Zoom conferencing with Bob Mahrt, Carey Snedden, Chris McAllister, and Robert Garcia, Board Member, in-person in City Hall's Council Chambers. All other Board Members participated remotely on Tuesday, September 1, 2020. The meeting was live-streamed to the public at www.cityblm.org/live.

Attendee Name	Title	Status
Mr. John Capodice	Chairperson	Remote
Ms. Kate Brunk	Board Member	Remote
Mr. Kelby Cumpston	Board Member	Remote
Mr. Mark Fetzer	Board Member	Remote
Mr. Robert Garcia	Board Member	Present
Mr. Rodney Smithson	Board Member	Remote
Mr. Noah Tang	Board Member	Remote
Mr. George Boyle	Assistant Corporation Counsel	Remote
Mr. Carey Snedden	Code Enforcement Division Manager	Present
Mr. Chris McAllister	Building Official	Present
Ms. Katie Simpson	City Planner	Remote
Mr. Bob Mahrt	Community Development Director	Present

COVID-19

This meeting was being held virtually via live stream pursuant to the gubernatorial executive order 2020-07, Section 6. Public comment was accepted until 15 minutes before the start of the meeting. Written public comment must have been emailed to publiccomment@cityblm.org and those wishing to speak live must have registered at <https://www.cityblm.org/register> at least 15 minutes prior to the meeting.

3. PUBLIC COMMENT

Chairperson Capodice asked for public comment from the audience for those items that were not listed on the Special Meeting Agenda. There were no public comments made.

4. MINUTES

A. Consideration, review and approval of Minutes of the February 20, 2020 meeting of the Property Maintenance Review Board.

Rodney Smithson made a motion for approval. Motion was seconded by Mark Fetzer. The motion was approved by a 5-0-2 vote as follows: Chairperson Capodice – YES; Ms. Brunk – ABSTAIN; Mr. Cumpston – YES; Mr. Fetzer – YES; Mr. Garcia – YES; Mr. Smithson – YES; Mr. Tang – ABSTAIN.

5. REGULAR AGENDA

A. PMRB-1-20 Public Hearing, review and action on proposed amendments to Chapter 45 of the Bloomington City Code related to the adoption of the 2018 edition of the International Property Maintenance Code.

Chairperson Capodice opened the public hearing.

Director Mahrt provided a general overview of the process to date for the amendments to Chapter 45 of the City Code and adoption of the 2018 International Property Maintenance Code (IPMC). He further reviewed the Staff Memorandum to the Board outlining the established amendments to the IPMC as shown on Exhibit “A” and the recommended minor amendments to Chapter 45 as shown on Exhibit “B”.

Director Mahrt also provided the Board with correspondence received late on September 1, 2020 from Paul Scharnett with specific reference regarding consideration on appropriate language to enforce compliance with City codes for “Demolition by Neglect”. Director Mahrt indicated that the correspondence would be made part of the meeting record.

Mr. Garcia requested staff to outline the major changes between the 2012, 2015 and 2018 IPMC Code. Director Mahrt referenced the attached Building Code Amendments spreadsheet and indicated that the major amendments included new provisions for adding the owner’s authorized agent for responsibility of premises. This amendment now allows for secondary notifications to authorized agents (i.e. property managers). The amendments also included a complete re-write of Chapter 7 Fire Safety Requirements to better clarify fire system maintenance responsibilities.

Mr. Garcia also asked if there was a copy of the outreach letter referenced in the Staff Memorandum. Director Mahrt stated that the letter was not included within the memorandum, but was mailed to the over 1,200 registered landlords in the community to inform them of the pending public hearing and providing access to the Building Code Update webpage. Mr. Garcia further requested that Staff make a presentation before the Mclean County Landlord Association to make them aware of the pending amendments.

Mr. Cumpston further questioned the process to address “demolition by neglect”. There was continued discussion on potential adoption of a “demolition by neglect”

ordinance and coordination between the Historic Preservation Commission and the Property Maintenance Review Board on this topic.

Mr. Boyle summarized the intent of the public hearing and to move forward with a recommendation to the City Council.

Chairperson Capodice called for any public testimony. There was none.

Chairperson Capodice closed the public hearing at 7:37 p.m.

Chairperson Capodice made a motion recommending approval of PMRB-1-20 to adopt the 2018 International Property Maintenance Code and amendments to Chapter 45 of the City Code as presented in the Staff Memorandum. Motion was seconded by Kelby Cumpston. The motion was approved by a 7-0 vote as follows: Chairperson Capodice – YES; Ms. Brunk – YES; Mr. Cumpston – YES; Mr. Fetzer – YES; Mr. Garcia – YES; Mr. Smithson – YES; Mr. Tang – YES.

6. OLD BUSINESS

Chairperson Capodice called for discussion of any Old Business. Mr. Cumpston questioned the status on a “Tenants Rights” pamphlet. Staff stated that project was still being researched.

7. NEW BUSINESS

A. Appointment – Noah Tang

B. Appointment – Kate Brunk

Chairperson Capodice welcomed the two new members to the Property Maintenance Review Board. Noah Tang and Katie Brunk both introduced themselves to the Board.

8. ADJOURNMENT

Chairperson Capodice made a motion to adjourn; seconded by Mr. Cumpston. The motion passed unanimously by roll call vote.

The meeting was adjourned at 7:44 p.m.

CITY OF BLOOMINGTON

John Capodice
Chairperson

ATTEST

Carey D. Snedden

Carey D. Snedden
Code Compliance Supervisor



CONSENT AGENDA ITEM NO. 8.R.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 29 and 40, and the Schedule of Fees Pertaining to Taxicabs, Downtown Shuttles, and Vehicles for Hire Licenses, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: In an effort to create efficiencies and streamline processes, the City Clerk desires to edit Chapters 29 and 40 of the City Code to combine a variety of vehicle types including taxis, shuttles, limousines, etc. currently licensed separately into a single vehicle for hire license. Further, the amendments are necessary to modernize language applicable to vehicles for hire bringing it current with today's technology, equipment, and standard practices used in the industry when providing vehicle for hire service.

It should also be noted that the City Clerk Department handles all vehicles for hire licensing for both the City and the Town of Normal.

If approved, the Schedule of Fees will also be updated along with any scrivener's errors and renumbering as necessary.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 2B Ordinance](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 29 AND 40, AND THE SCHEDULE OF FEES PERTAINING TO TAXICABS, DOWNTOWN SHUTTLES, AND VEHICLES FOR HIRE LICENSES

WHEREAS, the City of Bloomington, McLean County, Illinois (“City”) is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, in an effort to create efficiencies and streamline processes, the City Clerk desires to edit Chapters 29 and 40 of the City Code to combine a variety of vehicle types available for hire including taxi, shuttles, limousines, etc. into a single vehicle for hire license; and

WHEREAS, the City Clerk further seeks to amend the City Code to modernize the language applicable to such vehicles for hire bringing them current with today’s practices and equipment; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Code edits.

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

SECTION 1. That Chapters 29, 40, and the Schedule of Fees of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect 10 days after passage.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6 of the Illinois Constitution, 1970.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 40 ~~Taxicabs~~ Vehicles for Hire

Article I Purpose, Scope of Chapter, and Definitions

§ 40-101 [Ch. 40, Sec. 101] Purpose and scope of Cchapter.

- A. The purpose of this Cchapter is to protect the public health, safety, and welfare through the regulation of transportation of passengers in ~~taxicabs, downtown shuttles and transportation network services~~ vehicles for hire as defined in this Cchapter. The City Council finds that this purpose is furthered by regulations that provide for the safe, affordable, reliable, and accessible transportation of passengers in vehicles regulated hereunder.
- B. This Cchapter regulates the transportation of passengers ~~for hire~~ in vehicles for hire ~~that~~ which are not operated regularly upon established routes. Excluded from coverage are motor vehicles operated for purposes of mass transit by the Regional Connect Transit Authority, shuttle services operated by hotels, motels, and apartment complexes as a courtesy to their guests or tenants, school buses, and emergency medical vehicles ~~and vehicles not for hire actually operated by the lessee.~~

§ 40-102 [Ch. 40, Sec. 102] Definitions.

The following words, terms, and phrases when used in this Cchapter shall have the meanings ascribed to them in this Ssection, except where the context clearly indicates a different meaning. Additional definitions pertaining to transportation network services, transportation network companies, and transportation network drivers are set forth in Article ~~IX~~ XII of this Cchapter.

APPROVED

~~Reasonably acceptable to the Chief of Police of the City of Bloomington or his or her designee.~~

~~CENTRAL BUSINESS DISTRICT OF THE CITY OF BLOOMINGTON~~

~~The area bounded by the following streets: Beginning at the intersection of Locust and Roosevelt Streets; thence east on Locust to Prairie Street; thence south to Douglas Street; thence east to Gridley Street; thence south to Jefferson Street; thence east to McLean Street; thence south to Front Street; thence west to Gridley Street; thence south to Olive Street; thence west to Prairie Street; thence south to Jackson Street; thence west along Jackson Street and an extension thereof to Main Street; thence north to Kentucky Alley; thence west to Center Street; thence north to Olive Street; thence west to Lee Street; thence north to Front Street; thence west to Oak Street; thence north to Monroe Street; thence east to Roosevelt Street; thence north to a point immediately south of Mulberry Street; thence east to a point halfway between the Roosevelt Street right of way and the Madison Street right of way; thence north to Locust Street.~~

~~CENTRAL BUSINESS DISTRICT OF THE TOWN OF NORMAL~~

~~The area bounded by the following streets: Starting at the point in the intersection of Fell Avenue and West College Avenue, then South to the intersection of South Fell Avenue and the South right-of-way of the railroad, then North Easterly along said right-of-way to the point of the North West corner of the Parkinson Street, parking lot, then South to the center line of Parkinson Street, then North Easterly along said street center line to the intersection of~~

~~South Linden Street, then South to the intersection of Linden and Taylor Street, then East to the center of the intersection of South Oak Street, then North to the point of the intersection of the North row of East College Avenue and the North row of the railroad, then North Easterly along said row to the Southern row of East Mulberry Street, the along said row Westerly to the intersection of North Linden Street, then South along the street center line to the intersection of E College Avenue, then West to the point of beginning.~~

CERTIFICATE

~~A certificate of public convenience issued by the City Manager authorizing the holder to conduct a taxicab or downtown shuttle business in the City of Bloomington or such other areas to which this Code applies pursuant to an intergovernmental cooperation agreement.~~

CHANGE OF OWNERSHIP

- A. A change in the form of ownership, e.g., from an individual or partnership or entity or from a partnership to an individual;
- B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or
- C. In an entity, the transfer of over 5% of the stock thereof except for those listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

CITY CLERK

The City Clerk of the City of Bloomington or their designee.

CITY MANAGER

The City Manager of the City of Bloomington or his or her their designee.

COUNCIL

~~The City Council of the City of Bloomington.~~

CRUISING

~~The driving of a taxicab on the streets, alleys, or public places of the City of Bloomington and other such areas to which this Code applies pursuant to an intergovernmental cooperation agreement without a paying passenger and apparently in search of, or soliciting prospective passengers for hire.~~

DOWNTOWN SHUTTLE

~~A vehicle with an authorized load capacity of from 12 to 70 persons that transports passengers in return for payment when such transportation either commences or terminates within the Central Business District of the City of Bloomington or the Town of Normal. Downtown shuttles may only be operated on Thursdays, Fridays and Saturdays between the hours of 6:00 p.m. and 4:00 a.m. the following morning. Downtown shuttles may also legally operate at such other dates and times as provided in § 40-1001 of this chapter.~~

DRIVER

The operator of a vehicle.

DRIVER'S PERMIT

~~The written permission or license permit granted to a person by the City Manager City Clerk to a person to drive a taxicab or downtown shuttle vehicle for hire upon the streets of the City of Bloomington or Town of Normal and such other areas to which this Code applies pursuant to an intergovernmental cooperation agreement.~~

ENTITY

An organization that has an identity separate from those of its members. Includes, but is not limited to, a person, corporations, not-for-profit corporations, limited partnerships, limited liability companies, or limited liability partnerships.

HOLDER

~~A person to whom a certificate of public convenience has been issued.~~

HORSE-DRAWN VEHICLE

~~Any vehicle pulled by a horse or other animal which may be hired for the transportation of passengers. Such vehicles will be subject to all appropriate provisions of this chapter of the City Code and to the provisions of the Illinois Vehicle Code.~~

HUB

~~Public places in the City of Bloomington or such other jurisdiction to which this chapter applies pursuant to an intergovernmental cooperation agreement, designated by the respective corporate authority as reserved for the exclusive use of downtown shuttles on dates when they may legally operate.~~

IDENTIFICATION CARD

~~A card issued by the City Clerk's office containing the photograph and identification information of a person authorized to drive a taxicab or downtown shuttle in the City of Bloomington or such other jurisdiction to which this chapter applies pursuant to an intergovernmental cooperation agreement.~~

LICENSE YEAR

~~One calendar year beginning January 1 and ending December 31st.~~

MANIFEST

~~A daily record prepared by a taxicab or downtown shuttle vehicle for hire driver of all trips made by said driver showing time and place of origin, destination, number of passengers, and the amount of fare effor each trip with the exception that vehicles with a capacity of nine or more passengers do not have to keep a manifest.~~

METER

Any mechanical, digital, or electronic device that records and indicates a charge or fare measured by distance traveled, waiting time, and extra passengers.

OPEN STAND

~~A public place alongside the curb of a street or elsewhere in the City of Bloomington or other jurisdiction to which this chapter applies pursuant to an intergovernmental cooperation agreement designated by the respective corporate authority as reserved exclusively for the use of taxicabs.~~

PERSON

Includes an individual, a corporation, limited liability company, partnership, or other legal entity.

RATE CARD

A card or sign required to be displayed in or on each ~~taxicab~~ vehicle for hire which ~~that~~ details the rates of the fare then in force.

SEX OFFENDER

Any person convicted, adjudicated, or otherwise found to be a sex offender as that term is defined in the Sex Offender Registration Act, 730 ILCS150/2. Said term shall include any person found to have committed a sexual offense as described in said statute, regardless of whether that person is required to register as a sex offender in Illinois. Said term shall include convictions, adjudications, or findings of a violation of any substantially similar federal, uniform code of military justice, sister state, or foreign country law. This term shall not be construed so as to violate provisions of the Juvenile Court Act.

TAXICAB

~~Any vehicle used in the business of carrying passengers for hire not operated regularly upon established routes. However, the following shall not be considered taxicabs:~~

- ~~A. Vehicles carrying passengers for hire by a transportation network company driver duly licensed and performing transportation network company services pursuant to Article XII of this chapter;~~
- ~~B. Emergency medical vehicles;~~
- ~~C. Shuttle services operated by hotels, motels and apartment complexes as a courtesy to their guests or tenants;~~
- ~~D. Mass transit operated by the City of Bloomington and Town of Normal;~~
- ~~E. Downtown shuttles as defined in this section;~~
- ~~F. Charter buses.~~

TAXIMETER

~~A meter instrument or device attached to a taxicab which measures mechanically and/or electrically the distance driven and the waiting time upon which the fare is based.~~

VEHICLE FOR HIRE

Any motor vehicle engaged in the business of carrying persons for hire on the streets of the City of Bloomington or Town of Normal, except excluded from coverage in § 40-101(B), and not operated on a fixed route. Vehicles may include, but are not limited to, cars, trucks, vans, sport utility vehicles (suv), taxicabs, shuttles, limousines, party buses, trolleys, and horse-drawn carriages. Vehicle for hire does not include Transportation Network Providers. All vehicles for hire carrying nine or more passengers shall be registered and classified by the State of Illinois as a commercial or public transportation vehicle.

WAITING TIME

- A. The following may be considered chargeable wait times when a hired ~~taxicab~~ vehicle for hire is not in motion, ~~to wit:~~
- (1) Time commencing three minutes after arrival at the place to which the ~~taxicab~~ vehicle for hire has been summoned and ending with the passenger's entry into the vehicle;
 - (2) Time consumed by ordinary traffic delays;
 - (3) Time the ~~taxicab~~ vehicle for hire is not in motion due to the request, act, or fault of a passenger or passengers.
- B. It shall not include:
- (1) Time lost due to inefficiency of the vehicle or its driver;
 - (2) Time consumed by premature response to a call;
 - (3) Any other time lost. **[Ord. No. 2015-68]**

Article II

Certificates of Public Convenience Vehicle for Hire Business Licenses

§ 40-201 [Ch. 40, Sec. 201] Certificate License required.
[Ord. No. 2015-68]

With the exception of vehicles operated by licensed Transportation Network Providers, Except as provided in § 40-213 of this article, no person or entity shall permit or operate a taxicab or downtown shuttle owned or controlled by him to be operated vehicle for hire upon the streets of the City of Bloomington or Town of Normal such other jurisdiction to which this chapter applies pursuant to an intergovernmental agreement without having first obtained a certificate of public convenience vehicle for hire license, which has listed the approved number of vehicles, from the City Manager Clerk. Any person or entity who has received a vehicle for hire license certificate of public convenience who desires to drive a taxicab or downtown shuttle must also have a who also desires to drive a vehicle for hire must also obtain a vehicle for hire driver's permit from the City of Bloomington as provided by this Chapter.

§ 40-202 [Ch. 40, Sec. 202] Applications; Renewals for certificate.
[Ord. No. 2018-89]

An application for a certificate of public convenience shall be filed with the City Clerk upon forms provided by the City of Bloomington. The fee for each application shall be as set forth in the Schedule of Fees. The fee must be paid prior to the processing of the application. Each application shall be verified upon oath or affirmation and shall furnish the following information:

- A. The full name of the applicant along with the business and residential address of the applicant (if the applicant is a firm, limited liability company, or corporation, the applicant must include the names, telephone number, email and physical addresses of the President, secretary, treasurer and agent of the entity); Applications for creation of licenses shall be made upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified by the oath or affirmation of an authorized agent or managing member. Such application shall be submitted and filed with the City Clerk after payment to the City of an

application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

- (1) The name, date of birth, and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof; and in the case of an entity, the date of formation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such entity is owned by one person or their nominees, the name and address of such person;
- (2) The entity name, registered DBA (Doing Business As)/Assumed Name, establishment address and phone number;
- (3) An email address to be used for all licensing communications;
- ~~B. The financial status of the applicant, including a statement of assets and liabilities; financial information shall also include the amount of all unpaid judgments against the applicant and the nature of the transactions or acts giving rise to said judgments;~~
- ~~C. (4) The experience of the applicant in the transportation of passengers;~~
- ~~D. Any facts which the applicant believes tend to prove that public convenience and necessity would be benefited by the granting of a certificate to the applicant;~~
- ~~E. The number of vehicles to be operated or controlled by the applicant, including the number of seats in each proposed vehicle;~~
- ~~F. (5) The color scheme or insignia placed in or on the vehicle to be used to designate the vehicle or vehicles of the applicant;~~
- ~~G. If the applicant is a limited liability company or corporation, the chief executive and Chief Financial Officers shall sign the application, indicating their positions in the organization and verifying the information stated therein;~~
- ~~H. If the applicant is a limited liability company or corporation, the applicant must include the Articles of Incorporation for the entity and, if the entity has existed for more than one year, a Certificate of Good Standing issued by the Secretary of State;~~
- ~~I. If the applicant is a partnership, the name, telephone number, email, and physical address of each partner, along with information as to whether any partner has been convicted of a felony and, if so, the nature of the conviction and the jurisdiction in which it occurred; each partner shall sign the application form;~~
- J. (6) Whether the applicant, or any owners, members, partners, or officers of the applicant business, has have ever been convicted of a felony and, if so, the nature of the conviction and the jurisdiction in which it occurred. If the applicant is a corporation, limited liability company or other business organization, whether any officer of the organization has ever been convicted of a felony, and, if so, the nature of the felony and the jurisdiction in which it occurred.
- (7) A statement whether the applicant has made a similar application for a similar license and the disposition of such application;

- (8) Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and the reasons therefor; and
- (9) A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any ordinance of the City in the conduct of their place of business.
- (10) If an entity, the applicant must be in good standing with the State of Illinois before a license will be issued

B. The following must be submitted as supplemental documentation to the application provided by the City Clerk:

- (1) A list of all owners/partners/officers with name, date of birth, address, and percent ownership/stock;
- (2) If an Assumed Name is used, proof the Assumed Name is registered with the State of Illinois or County of McLean;
- (3) Insurance as set out in **§ 40-205**;
- (4) A bond as set out in **§ 40-205**;
- (5) A statement detailing the applicant's assets and liabilities; financial information shall also include the amount of all unpaid judgments against the applicant and the nature of the transactions or acts giving rise to said judgments;
- (6) A list of the vehicles to be operated or controlled by the applicant including the year, make, model, color, number of seats, vehicle identification number (VIN), state license plate number, and name of the registered owner for each vehicle;
- (7) A copy of each vehicle's current vehicle registration;
- (8) A Certificate of Safety from the State of Illinois; and
- (9) If the applicant is an entity, the applicant must include the Articles of Incorporation or information regarding the entity's organization.

C. Renewals. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.

~~K. Whether the applicant, or, if the applicant is a partnership, corporation, limited liability company, or other organization, whether any partner, officer or person having more than 10% of the stock in said organization, owes any outstanding fines, judgment debts, amounts for water or other City services, taxes, fees or any other amounts to the City of Bloomington or to such other municipality to which this chapter applies pursuant to an intergovernmental cooperation agreement;~~

~~L. Applications lacking any of the information required in this section, or lacking a signed verification as required by this section, will be considered incomplete and will not be processed or accepted.~~

~~DM. Certificate holders Licensees shall report any changes in information furnished in their application for a Certificate of Public Convenience Vehicle for Hire license to the City Clerk in writing within 10 days of the change. Failure to so report may be cause for suspension or revocation of the certificate license. [Ord. No. 2015-68]~~

§ 40-203 [Ch. 40, Sec. 203] Investigation.
~~[Ord. No. 2018-89]~~

~~The Chief of Police City Clerk shall cause an investigation to be made of the character, fitness, and qualifications of the applicant in coordination with the Chief of Police or their designee, and shall transmit the findings to the City Manager. This investigation shall include finger printing, and a background check conducted by including state, federal, and local information from the Illinois State Police and may require the fingerprinting of the applicant or its officers. In addition to any other fee required by this Chapter, every person for whom an background investigation is required shall pay a fees as set forth in the Schedule of Fees to the City of Bloomington for costs of an initial background investigation and shall pay an additional fee as set forth in the Schedule of Fees to cover the costs of fingerprinting if deemed necessary by the City Manager.~~

§ 40-204 [Ch. 40, Sec. 204] Qualifications for issuance of certificate license.

~~A. No certificate of public convenience vehicle for hire license to engage in the business of operating a taxicab or downtown shuttle vehicle for hire shall be issued to or held by any person or entity:~~

~~(1) Who is a person not of legal age or has been found to be legally incompetent;~~

~~(2) Whose license issued under this Chapter has been revoked for cause;~~

~~(3) Who, at the time of application or for renewal, would not be eligible for such license upon a first application;~~

~~(4) Who has been convicted of a felony within seven years of the date of application or who has been released from incarceration for a felony conviction within seven years prior to the date of application; or~~

~~(52) Whose license to operate a taxicab or a downtown shuttle vehicle for hire or similar license in any jurisdiction has been suspended or revoked during the three years prior to the date of application; or~~

~~(63) Who owes the City of Bloomington or Town of Normal such other municipality to which this chapter applies pursuant to an intergovernmental cooperation agreement any outstanding fines, judgment debts, delinquent amounts for water or other City services, taxes, fees, reports, or any other amounts. This provision may be waived by the City Manager of the jurisdiction owed said amounts if the City Manager finds the applicant has entered into a satisfactory payment agreement providing for full payment to the jurisdiction of all outstanding amounts. Any certificate or license issued pursuant to such an agreement shall~~

be probationary in the sense that it shall be contingent upon full compliance with the agreement and shall be terminated and revoked upon failure to comply therewith;

(74) Who has been found to have violated any of the provisions of this Chapter or of the ordinances of the City of Bloomington or Town of Normal ~~such other municipality to which this chapter applies pursuant to an intergovernmental cooperation agreement more than three times in the five~~ three years prior to the date of application; or

(85) Who provides false or misleading information to the City on their application and related documents. Failure to report any felony conviction, regardless of when or where it occurred, shall be deemed the providing of ~~materially~~ false information for purposes of application of this Section and will result in denial of a ~~certificate~~ license.

B. ~~No certificate of public convenience vehicle for hire license to operate a taxicab or downtown shuttle vehicle for hire business shall be issued to or held by any firm, corporation, limited liability company or other entity if any officer or manager thereof would be ineligible for a license under the conditions specified in Subsection A above.~~

C. ~~No applicant who is a sex offender as that term is defined in § 40-102 of this chapter shall be eligible to receive a certificate of public convenience and necessity. If the applicant is a corporation or limited liability company, no such entity having as its chief stock holder, President, secretary or any other officer a person~~ No applicant, or any owners, managers, members, partners, or officers of the applicant's business who is are a sex offender as defined under § 40-102 of this Chapter shall be eligible to receive a license. ~~certificate of public convenience and necessity.~~ **[Ord. No. 2015-68]**

§ 40-205 [Ch. 40, Sec. 205] Liability Bond and insurance required; Cancellation of license.

A. Each person or entity having a vehicle for hire license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of \$2,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before vehicle for hire licenses to which the bond applies are distributed by the City Clerk and shall be conditioned upon the faithful observance by the licensee of all of the provisions of this Chapter and of any other provisions of the Bloomington City Code and of the laws of the State of Illinois and of the United States of America applying to the operation of vehicles for hire.

B. ~~Before any certificate of public convenience, license or permit to operate a taxicab or downtown shuttle vehicle for hire entity shall be issued or renewed, the certificate holder owner applicant shall file with the City Clerk proof of an insurance policy issued by an insurance company licensed to do business in the State of Illinois, providing insurance coverage for the entity and each and every vehicle for hire taxicab or downtown shuttle owned, operated, dispatched, or leased by the applicant against liability upon the owner in the minimum amounts provided in the Illinois Vehicle Code, 625 ILCS 625-5/13-101§ 40-205 this Section.~~

CB. For taxicabs, the minimum amount of insurance required for vehicles carrying eight or less passengers shall be as follows:

- (1) ~~\$250~~500,000 for bodily injury or death per person;
- (2) ~~\$500~~1,000,000 for bodily injury or death per accident; and
- (3) ~~\$50~~100,000 for property damage per accident.

~~DG. For downtown shuttles~~ The minimum amount of insurance required for vehicles carrying nine or more passengers shall be a combined single limit for each accident of \$1,0200,000.

~~ED.~~ The minimum amount of insurance required for the vehicle for hire entity operating vehicle(s) for hire shall be a combined single limit of \$1,000,000.

E. Such policy shall further provide that insolvency or bankruptcy of the insured shall not release the insurance company from any payment due under such policy; and, if by reason of such insolvency or bankruptcy, an execution on a judgment against the insured is returned unsatisfied, the judgment creditor shall have a right of action against the insurance company to recover the amount of such judgment to the same extent that the insured would have had to recover against the company had the insured paid the judgment.

G. The failure of any person or entity to at all times maintain in effect the bond and insurance required by this Section shall automatically terminate the license(s) issued pursuant to this Chapter to such person or entity. Automatically terminated licenses may only be reinstated by means of a new application. The responsibility to maintain in effect the bond and insurance referred to herein shall be solely that of the licensee(s) and neither the City Clerk, nor shall any other person associated with the City of Bloomington be responsible for notifying the licensee(s) of the expiration date of any bond or insurance policy or have any other responsibility with respect to maintaining in effect at all times such bond and insurance policy or assuring compliance with any aspect of this Section or any related provision thereof.

H. The failure of a licensee to comply with any aspect of this Section is a violation of this Chapter for which the licensee may be penalized pursuant to the provisions of this Chapter.

~~E.~~ ~~The policy shall provide that it cannot be cancelled until 30 days' written notice of such cancellation shall have been given to the City Clerk.~~

~~F.~~ ~~If the owner of any taxicab or downtown shuttle shall fail to provide within 30 days after receipt of notice of cancellation another policy of insurance complying with this section, then any license or certificate issued for such taxicab or downtown shuttle shall automatically become void and of no effect.~~

~~G.~~ ~~The cancellation or other termination of any insurance policies issued for or in compliance with the provisions of this section shall automatically terminate any certificate or license issued for the taxicab or downtown shuttle covered by such insurance policy, unless another policy complying with the provisions of this section shall be provided and in full force and effect at the time of such cancellation or termination. [Ord. No. 2015-68]~~

§ 40-206 [Ch. 40, Sec. 206] Issuance.

A. The City ~~Manager~~ Clerk is authorized to issue a license ~~certificate of public convenience~~ to any qualified applicant for the operation of a vehicle for hire ~~taxicab or downtown shuttle~~,

provided that the applicant qualifies under § ~~40-204~~, has paid all fees, and has provided proof of the insurance required under this Article to the City Clerk. ~~The certificate shall contain a distinguishing number, name of the business, the address of the business, and the number of vehicles to be operated.~~

- B. If an application for the issuance or renewal of a license ~~certificate~~ is denied, the City ~~Manager~~ Clerk shall issue a written notice of denial, together with findings in support of the denial, to the applicant. The applicant may, within 10 days of the mailing of the notice of denial, make a written request for a hearing to appeal the denial. Failure to timely make such a request will waive the right to appeal. The request must be submitted to the office of the City of Bloomington Corporation Counsel located at 115 East Washington Street, Bloomington, Illinois 61701 or by email to legal@cityblm.org ~~109 East Olive Street, Bloomington, Illinois 61704~~. Upon receipt of a timely written request for a hearing, the Corporation Counsel's office shall schedule a hearing on the appeal in the City of Bloomington Administrative Court and shall ~~mail~~ send notice of the date and time of a hearing to the applicant. Said hearing shall be set for a date within 30 days of the Corporation Counsel's receipt of the request for an appeal. If, at the appeal hearing, the applicant establishes by a preponderance of the evidence that the denial was based upon incorrect findings, the City ~~Manager~~ Clerk shall issue a license ~~certificate~~. If, at such hearing, the denial is found to have been based upon correct findings, or if the applicant fails to prove by a preponderance of the evidence that the findings forming the basis for the denial were incorrect, the denial shall become final. An applicant for a ~~certificate of public convenience license~~ whose application is denied shall not be eligible to reapply for a certificate license for a period of two years from the date of the denial, or from the date of any decision upholding the denial. Any ~~corporation, limited liability company or other legal entity~~ in which an applicant who has been denied a ~~certificate license~~ has an ownership interest of 25% or more shall likewise be prohibited from applying for a certificate license for a period of two years. **[Ord. No. 2015-68]**

§ 40-207 [Ch. 40, Sec. 207] License fees; Late fee.

- A. ~~Payment. No certificate shall be issued or continued in operation unless the holder thereof has paid an annual license fee as set forth in the Schedule of Fees for the first taxicab or downtown shuttle and an amount as set forth in the Schedule of Fees for each additional vehicle operated under the certificate of public convenience. Said license fees shall be paid prior to issuance of a new certificate and, in the case of renewals, shall be paid in advance of the year for which the certificate is to be renewed. [Ord. No. 2018-89]~~
- B. ~~Installments. At the option of the holder, the annual license fee above stated may be paid in two installments in advance, the first half of said year being payable on or before the first day of July of each year.~~
- C. ~~Refund. No fees paid hereunder shall be repaid in whole or in part. [Ord. No. 2015-68]~~
- A. The fee to be paid per-vehicle and for the license herein required shall be amounts as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fees have been paid. When a license is created by the City Clerk and is subsequently issued, the license and per-vehicle fees shall be prorated on the basis of the remaining days of the City's fiscal year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30th of each year. In the event of revocation or surrender of a license, no unearned portion of the license or per-vehicle fees shall be

refunded.

- B. Each renewal license and per-vehicle fee must be received by the City Clerk not later than April 1 unless the first falls on a holiday, in which case license and per vehicle fees may be received by the Clerk on the following business day. If a license or per vehicle fee is received late, the license holder must pay a late fee in the amount of 10% of the total invoiced fee and may be subject to the renewal license being denied.

§ 40-208 [Ch. 40, Sec. 208] ~~Number of taxicabs~~Vehicles for Hire.
~~[Ord. No. 2015-68]~~

- A. Each holder may operate no more than the number of taxicabs or downtown shuttles vehicles for hire for which the holder's certificate license is issued. Additions to or reductions in the number of taxicabs or downtown shuttles allowed for each holder shall be made only in accordance with the procedure outlined for the issuance of a certificate of public convenience.
- B. If a vehicle for hire license holder seeks to make changes to the specific vehicles identified as approved or to increase the number of vehicles listed on their license, a request must be submitted to the City Clerk for consideration prior to additional vehicles operating. If approved, a new license with the updated number of approved vehicles will be issued.
- C. Decreases in the approved number of vehicles listed on the holder's license need not be reported to the City Clerk.
- D. A copy of the issued vehicle for hire business' license shall at all times be kept in each approved vehicle listed on said license and shall promptly be made available to law enforcement and City staff upon request.

§ 40-209 [Ch. 40, Sec. 209] ~~Transfer of license~~certificate.

- A. ~~A Certificate of Public Convenience Vehicle for hire licenses to operate a taxicab or downtown shuttle company shall be non-assignable and non-transferable.~~
- B. ~~Prior to a change of ownership in an entity providing taxicab or downtown shuttle service, the new owner must apply for, and obtain, a certificate of public convenience to operate a taxicab or downtown shuttle company. For partnerships, limited liability companies, and corporations, a change of ownership is defined as a change of more than 25% of the ownership of the entity. An entity providing taxicab or downtown shuttle services without the owner having obtained a certificate of public convenience is in violation of the provisions of this article. [Ord. No. 2015-68]~~

§ 40-210 [Ch. 40, Sec. 210] ~~Renewal of certificate.~~ Change of Ownership.

Changes relating to the following must be reported to the City Clerk, in writing, prior to the occurrence of the change: (1) changes in ownership as defined in § 40-102 and (2) changes in DBA (assumed name).

~~[Ord. No. 2015-68]~~

~~Certificates shall be subject to a yearly renewal and holders of certificates shall file applications~~

~~therefor not less than 30 days before the end of each calendar year. All applications for renewal of existing certificates shall contain the information required of applicants under § 40-202 of this article. No person or entity shall be issued a renewed certificate who would not have qualified for issuance of an initial certificate under the requirements of this article. An annual review shall be made to determine whether the holder is in compliance with all federal, state and City requirements and to determine whether the holder is in compliance with or has violated, or is responsible for the violations of others of any federal, state, or municipal laws, ordinances or regulations.~~

§ 40-2121 [Ch. 40, Sec. 2121] Suspension or revocation of license. ~~certificate.~~

A. ~~In addition to the imposition of fines provided in this Chapter, any license~~A certificate of public convenience may be revoked, or suspended after notice and hearing if the holder no longer qualifies for a license certificate under the factors listed in § 40-204 of this Chapter or for any of the following reasons:-

B. ~~A certificate of public convenience may be revoked or suspended if the holder has:~~

- ~~(1) Violated any of the provisions of this chapter; or~~ Violation of any of the provisions of this Chapter;
- ~~(2) Violation of any law occurring at licensed premises committed by an officer, agent, or employee of the business;~~
- ~~(3) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;~~
- ~~(4) Failure to provide current information regarding the ownership or location of the business;~~
- ~~(5) Failure to notify in writing the City Clerk Department of a change in ownership as required by § 40-210;~~
- ~~(62) Knowingly allowed a driver to drive a vehicle for hire ~~taxicab or downtown shuttle~~ with a driver's license or permit that is suspended or revoked under the Illinois Vehicle Code as amended from time to time; or~~
- ~~(73) Allowed a driver to operate a vehicle for hire who does not have a valid City of Bloomington Vehicle for Hire Driver's Permit is not licensed as a taxicab or downtown shuttle driver pursuant to this chapter to drive a vehicle;~~
- ~~(84) Violated of any ordinances of the City of Bloomington or Town of Normal;~~
- ~~(9) the ordinances of any other jurisdiction in which the holder operates pursuant to an intergovernmental cooperation agreement, or has Violated of any of the laws of the United States or the State of Illinois, the violation of which unfavorably reflects on the fitness of the holder to offer public transportation;~~
- ~~(105)Hired as a driver a sex offender within the meaning of § 40-102 of this Chapter; or~~
- ~~(116)Hired, or allowed a person to provide vehicle for hire ~~taxicab or downtown shuttle~~ services, who would not qualify for a driver's permit under the provisions of Article IV of this Chapter. It may be raised as a defense to violation of this Subsection if the driver has a current, valid~~

driver's permit and the license certificate holder was unaware of any facts that would disqualify the driver from driving under the provisions of this Chapter.

BC. Revocation or suspension of a license shall not preclude the imposition of a fine by an administrative court or by a court of competent jurisdiction for violation of the Bloomington or Town of Normal City Code or other such jurisdiction to which this chapter applies pursuant to an intergovernmental cooperation agreement.

CD. No revocation or suspension shall require return by the City of any fee.

DE. Prior to suspension or revocation, the holder shall have the right to appeal pursuant to **§ 40-213214** of this Article.

EF. In addition to the foregoing, the owner shall be responsible for all of the acts of their~~his~~ employees, agents, or drivers relating to the violation of or non-compliance with any of the laws, rules, or regulations relating to the operation of ~~taxicabs or downtown shuttles~~ vehicles-for-hire or to the conduct of his~~their~~ business to the extent that the holder's license certificate may be suspended or revoked ~~by the City Manager~~ for violations of such laws, rules, or regulations by his employees, agents, or drivers. ~~Certificate holders~~Licensees are responsible for the acts of drivers receiving dispatch services or otherwise driving at the direction of the license holder regardless of whether the vehicle driven is owned by the license certificate holder, driver, or some other entity. Drivers shall also be held responsible for violations of law occurring while they drive regardless of who owns the vehicle driven.

EG. ~~An applicant for a certificate of public convenience licensee whose license application is revoked shall not be eligible to reapply for a certificate license for a period of two years from the date of the revocation, or from the date of any decision upholding the revocation. Any corporation, limited liability company or other legal entity in which an applicant who has been revoked a certificate has an ownership interest of 25% or more shall likewise be prohibited from applying for a certificate for a period of two years. [Ord. No. 2015-68]~~

§ 40-2112 [Ch. 40, Sec. 2112] Location of offices.

A. ~~No taxicab or downtown shuttle~~ vehicle for hire office, including any answering and dispatching service, shall be located within any premises holding a license for the sale of intoxicating beverages, other than at the Bloomington-Normal Central Illinois Regional Airport.

B. ~~No taxicab or downtown shuttle~~ vehicle for hire business or service office, including any answering or dispatch service, shall share the same premises, telephone number, telephone facilities, vehicles, or drivers with a transportation or shuttle vehicle for hire service not licensed under this Chapter, but performing operations in the City of Bloomington or Town of Normal. Violation of this Subsection will subject the certificate license holding~~holder~~ entity to revocation or suspension of its license, as well as to a fine of not less than \$250 for each day the violation continues. The City may also seek injunctive relief in McLean County Circuit Court prohibiting any entity from operating in violation of this Section. [Ord. No. 2015-68]

§ 40-2143 [Ch. 40, Sec. 2143] Emergency Suspension or Revocation; Appeals~~Closures~~

A. In cases where the City Manager, or their designee, reasonably believes that the continued operation of a vehicle for hire licensed entity or permitted driver poses an imminent risk to

public health, safety or welfare, the City Manager may suspend or revoke the license or permit immediately. Notice of such suspension or revocation shall be given to the licensed or permitted party and to the Bloomington and Normal police departments. The notice shall specify the reason for the suspension or revocation and shall provide the licensed entity or permitted driver with the right to request an appeal of the suspension or revocation, provided an appeal is requested no later than five days from service of the notice of suspension or revocation. If an appeal is requested, a hearing shall be held before the City Manager, or their designee, within ten days of request for a hearing.

- B. In order to prevail in an appeal, the party appealing the suspension or revocation must show by a preponderance of the evidence that the asserted reason for suspension or revocation is inaccurate.
- C. Service shall be deemed effective when sent via email or first class mail to the last known email or postal address of the licensed entity or permitted driver. For the purpose of this Section, the last known email or postal address shall be the one that has most recently been recorded with the City Clerk Department.

~~To issue temporary emergency orders regulating, restricting or prohibiting the sale of alcoholic liquor in all or a part of the City of Bloomington whenever an emergency exists or is reasonably anticipated. Prior to issuing an emergency order, the Liquor Commissioner shall execute a finding describing the nature and extent of the emergency or the reasonably anticipated emergency. Any emergency order issued pursuant to such finding shall be reasonably related to the protection of persons from injury, the protection of property from damage or destruction, the promotion of temperance in the consumption of alcoholic liquor, or otherwise rationally related to the promotion of the health, safety and welfare of the citizens of Bloomington. Emergency orders shall be effective from the time of issuance for a period not to exceed 48 hours. The order shall be publicly disseminated, delivered to affected licensees, and filed with the City Clerk. No person shall disobey an emergency order.~~

~~**Election to be licensed via Article XII.**~~

- A. ~~In lieu of the certification and licensure requirements set forth in Articles II and IV of this chapter, a taxicab vehicle for hire company may elect to become licensed under the provisions of Article XII. Upon such election, including payment of the fees set forth in § 40-1204, the taxicab company shall be required to complete and meet all the provisions of Article XII pertaining to TNCs. Any such licensure under Article XII shall be subject to the fine and penalty provisions, including revocation, set forth in that article.~~
- B. ~~Taxicab Vehicle for hire companies licensed pursuant to the provisions of Article XII shall conduct background checks as provided in that article of all drivers operating vehicles taxis for the company and shall provide a list of drivers that have passed said background checks to the City. The City shall thereafter issue a permit for each driver meeting the standards for drivers provided in said article. No company licensed to operate under Article XII shall permit or allow a person to drive a taxicab vehicle who has failed to meet the requirements for drivers specified in said article. The drivers of any and all taxicabs vehicles must post at their driver's identification card permit in such a place within the vehicle taxicab as to be in full view of all passengers while such driver is operating the vehicle taxicab.~~
- C. ~~Taxicab Vehicle for hire companies and drivers licensed pursuant to the provisions of Article~~

~~XII shall comply with the vehicle requirements specified in § 40-1212 and shall not be governed by the vehicle requirements of § 40-501. Taxicab Vehicle for hire companies and drivers licensed to operate under Article XII shall be subject to all other provisions of Articles V, VI, VII, and VIII of this chapter.~~

~~D. This section shall sunset, be repealed, and no longer effective as of June 1, 2016. [Ord. No. 2015-32]~~

~~§ 40-2134 [Ch. 40, Sec. 2134] Appeals.
[Ord. No. 2015-68]~~

- ~~A. Except for emergency suspensions or revocations as provided in § 40-214, aAny certificate license or permit holder who receives a notice of revocation or suspension may file an appeal with the City of Bloomington Corporation CounselAdministrative Adjudication Unit. The appeal must be made in writing within 10 days of receiptthe date of the mailing of the notice of revocation or suspension and shall include a response to the notice. Such response shall include a brief statement addressing the substantive deficiencies cited in the notice and shall set forth the basis for why the certificate, permit or license should not be revoked or suspended. The request for appeal must be submitted to the office of the City of Bloomington Corporation Counsel's office located at 409 East Olive 115 E. Washington Street, Bloomington, IL 61701 or via email to legal@cityblm.org. The Corporation Counsel's office shall mail or email an appeal hearing notice to the requester containing the hearing date and time set before the City Manager, or their designee in the City of Bloomington Administrative Court system.~~
- ~~B. In order to prevail in an appeal, the party appealing the suspension or revocation must show by a preponderance of the evidence that the asserted reason for suspension or revocation is inaccurate.~~

Article III License Plates

~~§ 40-301 [Ch. 40, Sec. 301] Issuance of plate.
[Ord. No. 1989-31]~~

~~Upon the issuance of a license certificate, inspection of the vehicle as specified in Article V, and payment of requisite license fees, the City Clerk shall deliver to the holder one local license plate for each taxicab duly licensed. Each taxicab vehicle shall bear the number of the local license plate for which it is issued and shall at all times be firmly affixed by the Bloomington Police Department on the lower rear portion of the driver's side of each vehicle.~~

~~§ 40-302 [Ch. 40, Sec. 302] Transfer of plates.~~

- ~~A. Validation of transfers. No license plate provided for by this ordinance shall be transferred to any vehicle other than the one for which it was issued unless the following requirements of this section have first been met:~~
- ~~(1) The holder shall file an application for transfer with the City Clerk;~~
 - ~~(2) The vehicle to which the license plate is to be transferred must be certified by the Chief of Police for compliance with the requirements of Article V hereof;~~

~~(3) The vehicle to which the license plate is to be transferred shall be insured according to § 40-205. [Ord. No. 1989-31]~~

~~B. All plates shall be attached to or transferred from one vehicle to another by a Bloomington Police Officer at the time of the investigation of the vehicle or such other time as the owner may arrange with the Bloomington Police Department. [Ord. No. 1989-31]~~

~~C. Penalty. Transfers of plates in violation of this section shall be grounds for suspension or revocation of a holder's license certificate. [Ord. No. 1989-31]~~

~~§ 40-303 [Ch. 40, Sec. 303] Replacement of license certificate or plate. [Ord. No. 2018-89]~~

~~Whenever a holder has lost or destroyed a plate issued as provided herein, he they shall make a verified application in writing to the Traffic Division of the Bloomington Police Department stating that the same has been lost or destroyed, and the Police Department shall authorize the City Clerk to issue a substitute thereof upon payment in an amount as set forth in the Schedule of Fees to the City Clerk for the item so duplicated or substituted.~~

~~§ 40-304 [Ch. 40, Sec. 304] Suspension or revocation of license plates. [Ord. No. 1989-31]~~

~~The City Manager may suspend or revoke the taxicab license plate of any vehicle for hire taxicab not in compliance with any part of Article V of this chapter. Upon suspension or revocation, the taxicab license plate of the noncomplying vehicle shall be surrendered to the City Clerk, and it shall not be returned until the cause for the revocation or suspension has been removed to the satisfaction of the City Manager. No refund of fees shall be made to the holder in the event of revocation or suspension of plates under this section.~~

Article IV

Vehicle for Hire Driver's Permits

~~§ 40-301401 [Ch. 40, Sec. 301401] Driver's permit required. [Ord. No. 2015-68]~~

~~No person shall drive a vehicle for hire taxicab or downtown shuttle or be hired or permitted to do so, unless he/she is they are a duly licensed driver by the State of Illinois and hold ~~has~~ a valid City issued driver's permit.~~

~~§ 40-302402 [Ch. 40, Sec. 302402] Application for driver's permit.~~

~~A. An application for a taxicab or downtown shuttle vehicle for hire driver's permit shall be filed with the City Clerk on made upon forms provided by the City Clerk of Bloomington. Each application shall be signed and verified by the oath or affirmation of the applicant. Such application shall be submitted and filed with the City Clerk after payment to the City of an The application fee shall be as set forth in the Schedule of Fees and must be paid prior to processing the application. The application shall be verified and shall contain the following information, documents, and statements: [Ord. No. 2018-89]~~

~~(1) The name, date of birthage, and addressresidence of the applicant;~~

- (2) The names and addresses of four persons who have known the applicant for a period of at least four years and who will vouch for the sobriety, honesty, and general good character of the applicant;
 - (3) A copy of ~~The number of~~ the applicant's operator driver's license issued by the State of Illinois;
 - (4) Whether the applicant's operator driver's license has ever been suspended or revoked by any governmental body in or outside of the State of Illinois, and if so, the reason therefor;
 - (5) The number and nature of moving traffic violations committed by the applicant;
 - (6) A concise history of the applicant's employment;
 - (7) Whether the applicant is a sex offender within the meaning of **§ 40-102** of this Cchapter; and
 - (8) Convictions of the applicant of any felony in any jurisdiction. For each such conviction, the applicant must detail the charge, jurisdiction, and date of conviction; and
 - (9) Whether the applicant has a commercial driver's license (CDL) from the State of Illinois.
- B. At the time the application is submitted, the applicant must ~~provide~~ consent to and participate in an investigation into their City Clerk a copy of a criminal background check. Each background check, will be completed by the City or another organization approved by the City to perform background checks. The investigation shall include a search of local, state, and federal criminal and driving records, as well as at a minimum, must:
- (1) ~~Be done by a company that has been accredited by the National Association of Professional Screeners, or another organization approved by the City to perform criminal background checks;~~
 - (2) ~~Be a Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); and~~
 - (3) Include a search of the National Sex Offender Registry database. Said investigation will be done at the expense of the applicant as laid out in the Schedule of Fees. [Ord. No. 2015-68]

§ 40-303403 [Ch. 40, Sec. 303403] Investigation of applicant.
[Ord. No. 2015-68]

The ~~Police~~ City Clerk Department, in partnership with the Chief of Police, or their designee, shall ~~conduct an investigation of~~ investigate each applicant for a ~~taxicab or downtown shuttle~~ vehicle for hire driver's permit, which ~~may~~ shall include a review of the application, background check, finger printing, and additional information submitted by the applicant, together with such other information as may be needed to assure that the applicant qualifies as a driver under the requirements set forth in this Aarticle.

§ 40-304404 [Ch. 40, Sec. 304404] Consideration of application.
[Ord. No. 1989-31]

The City ~~Manager~~ Clerk, upon consideration of the application, shall approve or deny it. Approval of any application may be withdrawn if a police investigation or other information discloses grounds for denial of an application under § ~~40-305405~~.

§ ~~40-305405~~ [Ch. 40, Sec. ~~305405~~] Grounds for denial, non-renewal, or revocation of driver's permit.

The following shall be grounds for denial, non-renewal, or revocation of a permit to drive a vehicle for hire~~taxicab or downtown shuttle~~:

- A. The applicant has a communicable disease of a type likely to be transmitted to a passenger in the normal course of business;
- B. The applicant has an uncorrected impairment, which affects driving ability;
- C. The applicant has not attained the age of 18 years;
- D. The applicant does not have a valid driver~~operator~~'s license ~~issued by the State of Illinois~~;
- E. The applicant has a bad driving record, which is defined as a conviction within the last five years of any of the following:
 - (1) Manslaughter or reckless homicide resulting from the operation of a motor vehicle;
 - (2) Driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds, or any combination thereof ~~narcotics, or intoxicating liquor, or permitting another to drive one's vehicle while under the influence of the same liquor or narcotics~~;
 - (3) Reckless driving; or
 - (4) Failure as the driver of any vehicle to comply with Illinois State law regarding leaving the scene of or failing to report an accident involving property damage or personal injury ~~involved in any accident to stop and disclose their his identity at the scene and to render aid to others, if needed, and/or failure to give notice of the accident by the fastest available means of communication to the local Police Department as required by law.~~
- F. The applicant is a sex offender within the meaning of § ~~40-102~~ of this Cchapter;
- G. The applicant has been convicted of a felony within seven years of the date of application, or has been released from prison or jail for a felony within seven years of the date of application;
- H. The failure of an applicant to furnish truthful information on the application;
- I. or ~~The~~ failure of ~~the~~ an applicant to report the occurrence of any felony conviction, regardless of when or where it occurred, ~~shall be deemed the failure to furnish truthful information within the meaning of this Ssection and shall be grounds for denial of a driver's permit;~~
- J. The conviction of the applicant for one or more violations of the provisions of this Cchapter; or

KJ. The conviction of the applicant of more than three violations in the past ~~three~~^{five} years of the City of Bloomington City Code or the Town of Normal municipal codes ~~of such other jurisdiction to which this chapter applies pursuant to an intergovernmental cooperation agreement.~~ **[Ord. No. 2015-68]**

L. The failure to hold the appropriate driver's license type or classification as defined in Illinois State law.

§ 40-~~306~~⁴⁰⁶ **[Ch. 40, Sec. ~~306~~⁴⁰⁶] Issuance of driver's permit; Denials.**

A. If none of the disqualifying factors listed in the preceding Section are present, the Clerk shall be authorized to issue or renew a driver's permit to any qualified applicant. The permit shall contain the name, driver's license number, photograph, date of birth, address, and ~~an~~ expiration date of the permit. Such permit shall be in effect for the remainder of the City's fiscal calendar year of May 1 to April 30. Applications for renewal of the annual driver's permit shall be filed with the City Clerk's ~~office~~ prior to ~~April~~^{December} 1 of the stated fiscal calendar year for which the permit is sought. No person shall be issued a renewed permit who would not qualify for issuance of a new permit under this Article. All fees must be paid prior to the issuance or renewal of any permit.

B. If an application for the issuance or renewal of a driver's permit is denied, the City ~~Manager~~^{Clerk} shall issue a written notice of denial, together with findings in support of the denial, to the applicant. ~~The applicant may, within 10 days of the mailing of the notice of denial, make a written request for a hearing to appeal the denial. In order for an appeal to be considered, a written request for an appeal must be received by the Corporation Counsel within 10 days of the date of the notice of denial.~~ Failure to timely make such a request will waive the right to appeal. The request must be submitted to the office of the City of Bloomington Corporation Counsel, located at 115 East Washington Street, 109 East Olive Street, Bloomington, Illinois 61701 or via email to legal@cityblm.org. Upon receipt of a timely written request for a hearing, the Corporation Counsel's office shall schedule a hearing on the appeal in the City of Bloomington Administrative Court and shall ~~send~~^{mail} notice of the date and time of a hearing to the applicant. Said hearing shall be set for a date within 30 days of the Corporation Counsel's receipt of the request for an appeal. If, at the appeal hearing, the applicant establishes by a preponderance of the evidence that the denial was based upon incorrect findings, the City ~~Clerk~~^{Manager} shall issue a permit. If, at such hearing, the denial is found to have been based upon correct findings, or if the applicant fails to prove by a preponderance of the evidence that the findings forming the basis for the denial were incorrect, the denial shall become final. An applicant for a driver's permit whose application is ~~denied~~^{revoked} shall not be eligible to reapply for a permit for a period of two years from the date of the ~~denial~~^{revocation}, or from the date of any decision upholding the revocation. **[Ord. No. 2015-68]**

§ 40-~~307~~⁴⁰⁷ **[Ch. 40, Sec. ~~307~~⁴⁰⁷] Replacement of driver's permit or identification card.**
[Ord. No. 2018-89]

Whenever a driver has lost or destroyed ~~their~~^{his} ~~permit or identification card~~, issued as herein provided, ~~they~~^{he} shall make a ~~request~~^{verified application} in writing to the City Clerk stating that the same has been lost or destroyed, and the City Clerk shall issue a duplicate copy or substitute thereof upon payment of an amount as set forth in the Schedule of Fees ~~to the City Clerk for such item so duplicated or substituted.~~

§ 40-~~308~~408 [Ch. 40, Sec. ~~308~~408] Display of driver's permit~~identification card~~.
[Ord. No. 1989-31]

Every driver licensed permitted under this Chapter~~Ordinance~~ shall post their~~his~~ driver's permit~~identification card~~ in such a place as to be in full view of all passengers while such driver is operating a vehicle for hire ~~taxicab~~.

§ 40-309 [Ch. 40, Sec. 309] Emergency Suspension or Revocation; Appeals

- A. In cases where the City Manager reasonably believes that the continued operation of a vehicle for hire permitted driver poses an imminent risk to public health, safety or welfare, the Manager may suspend or revoke the ~~license~~ permit immediately. Notice of such suspense or revocation shall be given to the ~~licensed~~ permitted party and to the Bloomington and Normal police departments. The notice shall specify the reason for the suspension or revocation, and shall provide the permitted driver with the right to request an appeal of the suspension or revocation, provided an appeal is requested no later than five days from service of the notice of suspension or revocation. If an appeal is requested, a hearing shall be held before the City Manager or their designee within ten days of the date of the notice.
- B. In order to prevail in an appeal, the party appealing the suspension or revocation must show by a preponderance of the evidence that the asserted reason for suspension or revocation is inaccurate.
- C. Service shall be deemed effective sent via email or first class mail to the last known email or postal address of the person. For the purpose of this Chapter, the last known email or postal address shall be the one that has most recently been recorded with the City Clerk Department.

§ 40-~~310~~409 [Ch. 40, Sec. ~~310~~409] Suspension or revocation of permit.

- A. ~~For any violation or noncompliance with this Cehapter or of any other law or regulation relating to a person's driving, the City Manager, or their designee, is hereby given the authority to suspend any driver's permit issued under this Cehapter for a period of one to 180 days or to revoke any driver's permit. A driver's permit may also be suspended or revoked if a driver ~~would~~ no longer qualify ~~qualifies~~ for issuance of a permit pursuant to the criteria set forth in **§ 40-~~305~~405** of this Cehapter. ~~Except for when a permit is suspended or revoked for emergency circumstances, as provided in Subsection B of this Ssection, a driver who receives a notice of suspension or revocation of their permit shall have the right to appeal pursuant to **§ 40-214** of this chapter.~~~~
- B. ~~When the City Manager finds that circumstances exist that require immediate revocation or suspension of a driver's permit to protect public safety, a driver's permit may be suspended or revoked immediately. In such cases, notice of the suspension or revocation will include a hearing date, no sooner than five days, but no later than 15 days from the date of revocation or suspension, when the driver may appeal the suspension or revocation in the City of Bloomington Administrative Court System.~~
- C. ~~An applicant for a driver's permit whose application is revoked shall not be eligible to reapply for a permit for a period of two years from the date of the revocation, or from the date of any decision upholding the revocation. [Ord. No. 2015-68]~~

§ 40-311 [Ch. 40, Sec. 311] Appeals.

- A. Except for emergency suspensions or revocations as provided in § 40-309, any permit holder who receives a notice of revocation or suspension may file an appeal with the City of Bloomington Corporation Counsel. The appeal must be made in writing within 10 days of receipt of the notice of revocation or suspension and shall include a response to the notice. Such response shall include a brief statement addressing the substantive deficiencies cited in the notice and shall set forth the basis for why the permit should not be revoked or suspended. The appeal must be submitted to the office of the City of Bloomington Corporation Counsel located at 115 E. Washington Street, Bloomington, IL 61701 or via email to legal@cityblm.org. The Corporation Counsel's office shall mail or email an appeal hearing notice to the requester containing the hearing date and time set for a hearing before the City Manager, or their designee.
- B. In order to prevail in an appeal, the party appealing the suspension or revocation must show by a preponderance of the evidence that the asserted reason for suspension or revocation is inaccurate.

~~§ 40-410 [Ch. 40, Sec. 410] Application of articles to taxicab vehicle for hire companies operating pursuant to Article XII; sunset provision.~~
~~[Ord. No. 2015-32]~~

Except for § 40-408, the provisions of Articles II and IV shall not apply to a taxicab vehicle for hire company that has elected to be licensed pursuant to the provisions of Article XII. This section shall sunset, be repealed, and no longer effective as of June 1, 2016.

Article IV
Vehicles, Equipment, and Maintenance

§ 40-401501 [Ch. 40, Sec. 401501] Vehicles - license required.

- A. Vehicles must be licensed.
- (1) Prior to the use and operation of any vehicle under the provisions of this Chapter~~Ordinance~~ and during the months of September~~December~~ and March~~June~~ of each year, every vehicle shall be thoroughly examined and inspected by the Police Department and found to be satisfactory ~~in regard to~~ regarding the following:
- (a) Steering;
 - (b) Brakes;
 - (c) Speedometer;
 - (d) Lights;
 - (e) Tires;
 - (f) Horn;
 - (g) Exhaust system;
 - (h) Rear view mirror;

- (i) Windshield wipers;
 - (j) Approved taximeter in good condition, if applicable;
 - (k) Properly licensed by the State of Illinois;
 - (l) Rate card, if applicable;
 - (m) Otherwise clean, sanitary, and safe for the transportation of passengers;
 - (n) ~~State Sticker showing proof of insurance;~~
 - (~~o~~) ~~Fully functioning seat belts for all authorized passengers, which seat belts must not be pushed under seats where they would not be in plain view;~~
 - (~~op~~) ~~No crack in a window that impairs the driver's ability to safely operate said vehicle. Sole discretion is left to the inspecting officer and their application of State law, which cannot be covered by a one-inch disk (State law – a quarter);~~
 - (q) No body damage or condition shall be allowed to remain which would cost in excess of \$250 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers;
 - (r) Every vehicle shall have a lighted sign ~~on its roof~~ identifying it as a taxi vehicle for hire. The sign shall be lit when the vehicle is operating, and available for hire. The sign shall be off when not operating or when carrying a paying passenger and it shall be regulated by the meter to the extent that it is on when the meter is not running and off when the meter is running.
- (2) ~~As part of this examination, every vehicle must pass the safety test provided by an official Illinois testing station as established by the Illinois Compiled Statutes and proof of each vehicle passing the State's safety test must be provided to the City prior to licensing said vehicle. A Bloomington Police Officer and the person who brings the vehicle to the Police Department for testing shall both go to the official testing station for said test and the test shall be paid for at that time by said person. If the taxicab passes both the City test and the official Illinois test, the sticker of safety by the official testing station or at the election of the Police Department a sticker issued by the City shall be affixed to said taxicab and it shall at all times be displayed on said taxicab. No sticker issued during the first six months of any year shall be of any effect after July 1st of that year and no such certificate issued during the second six months of any year shall be of any effect after January 1st of the following year. No taxicab shall be operated upon the streets, alley, or public places of said City without having been tested as herein required or without having said sticker displayed on said taxicab.~~
- (3) When the Police Department finds that a vehicle has met the standards, the City Clerk~~Department~~ shall be notified of such, including also issue a certificate to that effect, which shall also state the authorized seating capacity of said vehicle. **[Ord. No. 2011-33]**
- B. Periodic inspections. Every vehicle operating under this Chapter~~Ordinance~~ shall be inspected every six months by the Police Department as provided for herein. However, the Chief of Police, or their designee,~~City Manager~~ shall have the authority to order an

inspection at any time to ensure the continued maintenance of safe operating conditions.
[Ord. No. 1989-31]

- C. ~~Vehicles must be kept in a clean and sanitary condition.~~ Every vehicle operating under this Chapter Ordinance shall be kept in a safe, clean, and sanitary condition at all times to conform to the standards above. **[Ord. No. 1989-31]**

§ 40-402502 [Ch. 40, Sec. 402502] Designation of vehicles-for-hire taxicabs.
[Ord. No. 1989-31]

Each vehicle ~~taxicab~~ shall bear on each side in painted letters not less than four inches nor more than eight inches in height, the name of the licensed entity and/or the registered Doing Business As (DBA)/Assumed Name, if applicable, holder or the trade name under which the~~his~~ certificate ~~vehicle for hire is licensed to operate. has been issued,~~ and in addition, may bear an identifying design approved by the City Manager. ~~No vehicle covered by the terms of this Ordinance shall be licensed whose color scheme, identifying design, monogram, or insignia to be used thereon shall, in the opinion of the City Manager, conflict with or imitate any color scheme, identifying design, monogram, or insignia used on a vehicle or vehicles already operating under the Ordinance in such a manner as to be misleading or tend to deceive or defraud the public; and provided further, that if after a license has been issued for a taxicab hereunder, the color scheme, identifying design, monogram, or insignia used by any other person, owner or operator in such a manner as to be misleading or tend to deceive the public, the license of or certificate covering such taxicab or taxicabs shall be suspended or revoked.~~

§ 40-403503 [Ch. 40, Sec. 403503] TaxiMeters.

- A. ~~Except for vehicles which furnish only zone or special service under § 40-601, a~~ All applicable vehicles ~~taxicabs~~ operated under the authority of this ordinance shall be equipped with taximeters fastened in front of the passengers, visible to them at all times ~~day and night,~~ and after sundown the face of the taximeter shall be illuminated. Said taximeter shall be operated mechanically or digitally by an industry standard mechanism of standard design and construction, ~~driven either tracking distance from the transmission, or from one of the front wheels by a flexible and permanently attached driving mechanism,~~ a satellite, or a Global Positioning System (GPS). ~~They~~ The meter shall be secured so as not to allow the meter to sealed at all points and connections which, if be manipulated, would to affecting their correct reading and recording. Each taximeter shall have a means of notifying thereon a flag to denote when the passenger(s) when the vehicle is employed and when it is not employed, and it shall be the duty of the driver to ensure said means of notification is clear to the passenger(s) throw the flag of such taximeter into a nonrecording position at the destination of each passenger or group of passengers unless a passenger declares to the driver that no clearance of the meter shall be made until all or certain designated passengers in such taxicab vehicle reaches their respective destination. The passenger making such declaration shall be responsible for the whole fare upon reaching his their destination.
- B. It shall be unlawful for any license holder to allow and for any driver to drive ~~such a vehicle~~ taxicab unless the fare to be charged is determined by the meter in accordance with the schedule of fares contained herein, and except as specifically provided herein, no other fare shall be charged to passengers than is recorded on ~~the dial of~~ said meter for the trip. In addition to the penalty which may be assessed against the driver for such violation, the City Manager may suspend the license ~~certificate~~ of the holder as generally provided for herein.

- C. ~~The s~~Said taximeter shall be subject to inspection ~~from time to time~~ upon request by the Police Department. Any inspector or other officer of said Department is hereby authorized either on complaint of any person or without such complaint to inspect any meter, and upon discovery of any inaccuracy therein, to notify the person operating said vehicle taxicab to cease operation. Thereupon said vehicle taxicab shall be kept off the streets until the taximeter is repaired and in the required working condition. **[Ord. No. 1989-31]**

§ 40-404504 [Ch. 40, Sec. 404504] Rate card.

~~Except for vehicles which furnish only zone or special service under § 40-601, e~~Each vehicle taxicab, as a prerequisite to being approved for use, shall have affixed in a location clearly visible to passengers a rate card showing the rates charged under § ~~40-501601~~.

§ 40-405505 [Ch. 40, Sec. 405505] Parking facilities.

~~Except for vehicles which that furnish only zone or special service under § 40-601, e~~Each licensed entityholder shall provide sufficient off-street parking facilities to accommodate all vehicles licensed in his name.

§ 40-406506 [Ch. 40, Sec. 406506] Sanitation.

All horses or other animals pulling vehicles shall be equipped with an adequate device to prevent manure and other excrement from falling on the streets of the City. If any excrement should fall on the streets of the City and is not immediately removed by the driver, it may be removed by the City and the expense of such removal shall be recovered from the owner of the vehicle.

Article VI

Taxicab Vehicle for hire Service and Facilities

§ 40-501604 [Ch. 40, Sec. 501604] Rates.

- A. ~~The following rates and no others shall be charged for taxicab services~~ Services that require metering shall be charged exclusively at the following rates:

(1) Meter rates:

- (a) Hour rates: \$18 per hour for one or more passengers.
- (b) Mileage rates: \$2.50 for the first 1/6 mile or fraction thereof; \$0.40 for each, 1/6 mile or fraction thereof.
- (c) Waiting time: \$0.50 for each one minute of waiting time or fraction thereof if taximeter is equipped to measure time provided, however, that the charge for waiting time may be assessed only in the case of delays caused by the customer. **[Ord. No. 2008-42]**

(2) Special rates.

- (a) Additional passengers over the age of 12 being transported from the same point of departure to the same destination shall be carried at an additional charge of \$0.50.
- (b) Children under the age of 12 shall be carried free when accompanied by an adult.
- (c) Senior Citizens (anyone 60 years of age or older), meter rate is less 15%.

~~(d) Zone service to and from Bloomington-normal airport. As an alternative to the rates provided in Subsection A(1), zone rates may be charged for service between Bloomington-Normal Airport and service zones within the combined Bloomington-Normal corporate limits. [Ord. No. 2001-31]~~

(e) On any day in which the price of the lowest grade of unleaded gasoline is at or more than \$4 per gallon, an additional charge of \$0.50 per trip shall be charged. On any day in which the price of the lowest grade of unleaded gasoline is at or more than \$5 per gallon, an additional charge of \$1 per trip shall be charged. The additional \$1 charge per trip authorized in the preceding sentence is in lieu of, and not in addition to, the \$0.50 per trip charge authorized in the first sentence of this Subsection. In case of a complaint that this surcharge was imposed when the price of the lowest grade of unleaded gasoline was below \$4 or \$5 per gallon, depending on the applicable gas price, the ~~taxicab~~ vehicle for hire service shall supply to the City the name and location of the gasoline station which the ~~taxicab~~ vehicle for hire service used to determine that such price was at or more than said price. ~~[Ord. No. 2012-33]~~

~~(e)(f)~~ For rides that begin between the hours of 10:00 p.m. and 5:00 a.m., an additional \$2 may be charged above the metered rate, provided that this amount shall not be assessed when one or more of the passengers is a senior citizen as defined in Subsection A(2)(c) or a person with a disability. ~~[Ord. No. 2015-68]~~

B.(3) Contractual services. Notwithstanding the rates set forth previously in this Section, a holder shall not be precluded from entering into contractual agreements with businesses, private or public institutions, governmental units, or similar entities to provide transportation services under terms other than those previously set forth herein. ~~[Ord. No. 1993-64]~~

C.(4) Companies licensed under this Chapter may from time to time wish to provide specialized services, which would require a fee structure different from the approved rate schedule enumerated in this Section. A fee structure for specialized services may be approved by the City Manager, provided that:

(a) The approved fee schedule shall apply to all companies that provide the same services; and

(b) The services are unique because of the use of specialized equipment or specialized services such as all trips originating at a common point.

~~B. The company Licensees requesting special fee arrangements shall apply to the City Manager in writing specifying the service to be provided, the equipment to be used, and the fee to be charged. The City Clerk/Planner shall provide a copy of the request to all companies licensed by this Chapter and provide them with 10 calendar days to comment on the request. The City Manager must approve or deny the request within 30 calendar days of the date of the request. [Ord. No. 1993-64]~~

D. Rates listed in Subsection A shall not apply to any vehicle for hire for which has entered into an executed written contract granting the lessee and their guests the exclusive use of the vehicle for a continuous period of time of three hours or more. All vehicles purporting to be operating as such must at all times have in the possession of the driver a copy of the written contract, which has been executed by the current lessee of the vehicle.

§ 40-502602 [Ch. 40, Sec. 502602] Receipts.
[Ord. No. 1989-31]

The driver of any ~~taxicab~~ vehicle for hire shall, upon demand by the passenger, render to such passenger a receipt for the amount charged, either by a mechanically printed receipt, ~~or by a specially prepared receipt on which shall be the name of the holder, license number or motor number, amount of meter reading or charges, and date of transaction;~~ or by sending electronically.

§ 40-503603 [Ch. 40, Sec. 503603] Solicitation, acceptance, and discharge of passengers.

- A. Solicitation of passengers by driver. No driver shall solicit passengers for a ~~taxicab~~ vehicle for hire except when sitting in the driver's compartment of such ~~taxicab~~ vehicle for hire or while standing immediately adjacent to the curb side thereof. The driver of any ~~taxicab~~ vehicle for hire shall remain in the driver's compartment or immediately adjacent to ~~his~~ their vehicle at all times when such vehicle is upon the public street, except that when necessary a driver may be absent from ~~their~~ his ~~taxicab~~ vehicle for hire for not more than 10 consecutive minutes, and provided further that nothing herein contained shall be held to prohibit any driver from ~~going into~~ alighting to the street or ~~onto the sidewalk~~ for the purpose of assisting passengers into or out of such vehicle. [Ord. No. 1989-31]
- B. Prohibited solicitation. No driver shall solicit patronage in a loud or annoying tone of voice, ~~or by sign,~~ or in any manner annoy any persons, ~~or obstruct the movements of any persons,~~ or follow any persons for the purpose of soliciting patronage. [Ord. No. 1989-31]
- C. Receipt and discharge of passengers on sidewalk only. Drivers of ~~taxicab~~ a vehicle for hire shall not receive or discharge passengers in the roadway, but shall drive to the sidewalk on the right-hand side of the road as nearly as possible or in the absence of a sidewalk to the extreme right-hand ~~hand~~ side of the road and there receive or discharge passengers, except upon one-way streets where passengers may be discharged at either the right or left-hand sidewalk or side of the roadway in the absence of a sidewalk. [Ord. No. 1989-31]
- D. ~~Cruising. No driver shall cruise in search of passengers except in such areas and at such times as shall be designated by the City Manager. Such areas and times shall only be designated when the City Manager finds that taxicab cruising would not congest traffic or be dangerous to pedestrians and other vehicles.~~ [Ord. No. 1989-31]
- E. ~~Additional passengers. No driver shall permit any other person to occupy or ride in said taxicab vehicle for hire unless the person or persons first employing the taxicab vehicle for hire shall consent to the acceptance of additional passenger or passenger(s). No charge shall be made for an additional passenger other than the charge stated in § 40-501601A(2)(a).~~ [Ord. No. 1989-31]
- E.F. ~~Restriction of number of passengers. No driver shall permit more persons to be carried in a taxicab vehicle for hire as passengers than the rated seating capacity of their his taxicab vehicle for hire as stated in on the license certificate for said vehicle. A child in arms shall not be counted as a passenger.~~ [Ord. No. 1989-31]
- E.G. ~~Refusal to carry orderly passengers prohibited. No driver shall refuse or neglect to convey any orderly person or person(s) upon request unless previously engaged or unable or forbidden by the provisions of this OrdinanceChapter to do so.~~ [Ord. No. 1989-31]

~~H. Prohibitions of drivers. It shall be a violation of this Ordinance for any driver of a taxicab to solicit business for any hotel or motel or to attempt to divert patronage from one hotel or motel to another. Neither shall such driver engage in selling or delivering intoxicating liquors or solicit business for or from any house of ill repute. [Ord. No. 1989-31]~~

§ 40-~~504604~~ [Ch. 40, Sec. ~~504604~~] Direct route.

~~taxicab~~ Vehicle for hire drivers shall transport each passenger to the person's destination by means of the most direct route thereto unless:

- A. The passenger requests a different route; or
- B. Traffic conditions necessitate a different route. ~~[Ord. No. 1989-31]~~

§ 40-~~505605~~ [Ch. 40, Sec. ~~505605~~] Personal articles left in taxicabs vehicles-for-hire. [Ord. No. 1989-31]

All articles found in ~~taxicabs~~ vehicles-for-hire by the ~~licensee~~holder or driver thereof shall be turned over to the Police Department within 24 hours of the finding thereof unless the lost property in the meantime is claimed by the owner. The Police Department shall give a receipt therefor and if not claimed within 30 days, such property shall be returned to the ~~holder~~ licensee or permitted driver.

§ 40-~~506606~~ [Ch. 40, Sec. ~~506606~~] Hours.

~~Except for holders which furnish only zone service and special service under § 40-601, e~~Every holder is required to provide taxicab service 24 hours per day and seven days per week by:

- A. Keeping at least one taxicab in operation at all hours; or
- B. Reaching an agreement with one or more other taxicab operators who provide twenty-four-hour service to provide twenty-four-hour service by sharing or allocating equipment and labor therefor which must be approved by the City Manager to be effective. ~~[Ord. No. 1989-31]~~

§ 40-~~507607~~ [Ch. 40, Sec. ~~507607~~] Manifests.

- A. Every driver shall maintain a daily manifest upon which is recorded all trips made each day, showing the time and place of origin, and the destination of each trip, the number of passengers, and the amount of fare, ~~and, a~~ All such completed manifests shall be returned to the ~~licensee~~holder by the driver at the conclusion of their his tour of duty. ~~The forms for each manifest shall be furnished to the driver by the holder and shall provide for content and be of a type approved by the City Manager.~~
- B. Every license holder of a ~~certificate of public convenience~~ shall retain and preserve all drivers' manifests in a safe place for at least one calendar year following the year to which they relate and said manifest shall be available at any time on request by ~~to~~ the City of ~~Bloomington or Town of Normal Manager or Police Department.~~ ~~[Ord. No. 1989-31]~~

§ 40-~~508608~~ [Ch. 40, Sec. ~~508608~~] Holder's records and responsibility to reports.

- A. Every holder shall keep and maintain accurate records of receipts from operations, operating and other expenses, capital expenditures, and such other operating information and data as may be required by the City ~~Manager or Police Department.~~ ~~[Ord. No. 1989-~~

- B. All accidents arising from or in connection with the operation of ~~taxicabs~~ vehicles for hire ~~that~~which result in death or injury to any person or in damage to any vehicle, or to any property in an amount exceeding the sum of \$250 shall be ~~described on an accident reported form to be furnished by the~~ municipal Police Department local to where the incident occurred within ~~seven~~40 days from the time of the incident occurrence. **[Ord. No. 1989-31]**

**§ 40-~~509609~~ [Ch. 40, Sec. 509609] Advertising.
[Ord. No. 1989-31]**

Subject to the rules and regulations of the City Manager, it shall be lawful for any person owning or operating a ~~taxicab or motor~~ vehicle for hire to permit advertising matter to be affixed to or installed in or on such ~~taxicab or motor vehicles for hire~~.

§ 40-610 [Ch. 40, Sec. 610] Open stands.

- A. ~~The City Council of the City of Bloomington or the corporate authority of any other jurisdiction to which this chapter applies pursuant to an intergovernmental cooperation agreement may establish open stands in such place or places upon the streets of that jurisdiction as it deems necessary for the use of taxicabs operated therein. The corporate authority shall not create an open stand without taking into consideration the need for such stand by the companies and the associated convenience to the general public. The corporate authority shall prescribe the number of such cabs that shall occupy such open stands. [Ord. No. 1989-31]~~
- B. ~~Open stands shall be used by drivers on a first come first served basis. Drivers shall pull on to onto the open stand from the rear and shall advance forward as the cabs ahead pull off. Drivers shall stay within five feet of their cars, and they shall not solicit passengers or engage in loud or boisterous talk while at an open stand. Nothing in this oOrdinance shall be construed as preventing a passenger from boarding the cab of his choice that is parked at an open stand. [Ord. No. 1989-31]~~

§ 40-611 [Ch. 40, Sec. 611] Call box stands.

- A. ~~The City Council may establish call box stands upon the streets of Bloomington in such places as in its discretion it deems proper. A holder desiring to establish a call box stand shall make written application to the City Manager. The applicant must attach to the application the written approval of the abutting property owners to said space consenting to the creation of such stand. Upon filing of the application, the City Manager shall make an investigation of the traffic conditions at said location and shall thereafter make his written recommendation to the City Council. The City Council shall then either grant or refuse the application. When a call box stand has been established as herein provided, it shall be used solely by the holder to whom the same has been granted and his agents, servants, and drivers and no other holder shall be permitted to use the same provided, however, that no holder shall obtain a permit for more than two such stands within the downtown business area. [Ord. No. 1989-31]~~
- B. ~~Use. A holder operating a call box stand as provided for in this Ordinance shall be allowed to have on duty at such stand an employee for the purpose of assisting in the loading or unloading of passengers from cabs, for receiving calls and dispatching cabs, and for~~

~~soliciting passengers at such stand. The words "at such stand" shall mean that part of the sidewalk immediately adjacent to and of equal length with such call box stand. It shall be unlawful for any such employee to go beyond the area herein designated for the purpose of soliciting passengers. [Ord. No. 1989-31]~~

~~C. The City Manager may designate horse drawn vehicle loading and unloading spaces as deemed necessary. [Ord. No. 1989-31]~~

~~§ 40-509612 [Ch. 40, Sec. 509612] Prohibitions of other vehicles.
[Ord. No. 1989-31]~~

~~Private or other vehicles for hire shall not at any time occupy the space upon the streets that have been established as either open stands or call box stands.~~

Article VII Offenses and Penalty

~~§ 40-601704 [Ch. 40, Sec. 601704] Illegal operation of vehicles for hire taxicab.~~

~~A person commits the offense of illegal operation of a vehicle for hire taxicab if:~~

- ~~A. Without a valid, effective license or permit, certificate of public convenience the person operates or drives a vehicle for hire taxicab or allows another person to operate or drive a vehicle for hire taxicab; or~~
- ~~B. The person operates or drives a vehicle for hire taxicab without a valid driveroperator's license from the State of Illinois or without a valid vehicle for hire taxicab driver's permit from the City of Bloomington, or allows another person to do so; or~~
- ~~C. The person operates or drives or allows another to operate or drive a vehicle for hire taxicab which lacks proper State of Illinois license plates or a City of Bloomington vehicle for hire license or permittaxicab plates; or~~
- ~~D. The person operates or drives or allows another to operate or drive a vehicle for hire taxicab with a taximeter that which is not properly recording the distance driven disconnected from the transmission or front wheels. [Ord. No. 2011-33]~~

~~§ 40-602702 [Ch. 40, Sec. 602702] Filing false application.
[Ord. No. 2011-33]~~

~~A person commits the offense of filing a false application if they he knowingly makes a misstatement of fact on any application for a license certificate of public convenience or a vehicle for hire taxicab driver's permit. Based on the applicant's access to such information, any misstatement of fact on any such application shall be presumed to have been knowingly made unless the applicant can prove that such misstatement was not knowingly made.~~

~~§ 40-603703 [Ch. 40, Sec. 603703] Illegal transfer of a license or permit certificate.~~

- ~~A. It is illegal for and a person to commits the offense of illegal transfer, pledge, assign, give, or sell of their license or permit certificate if he they assigns, sells, pledges, gives, or otherwise transfers his certificate of public convenience to another person other than in compliance with § 40-209.~~

B. For purposes of this Section, a change of ownership as defined in § 40-102 ~~the following shall be deemed to be a transfer, within the meaning of this section:~~

~~(1) Corporations. The addition, removal, or substitution of any officer or director, or the transfer of 25% or more of any class of stock.~~

~~(2) Partnerships. The addition, removal, or substitution of any partner. [Ord. No. 2011-33]~~

~~§ 40-704 [Ch. 40, Sec. 704] Illegal use of taxicab license plates.
[Ord. No. 2011-33]~~

~~It is illegal for and a person commits the offense of illegal transfer of plates if he transfers or allows to be transferred a City taxicab license plate from one vehicle to another other than in compliance with § 40-302.~~

~~§ 40-604705 [Ch. 40, Sec. 604705] Illegal rate assessment.
[Ord. No. 1989-31]~~

~~It is illegal for and a person to commits the offense of illegal rate assessment if he they charges any fare to any passenger or group of passengers except in compliance with § 40-501601.~~

~~§ 40-605706 [Ch. 40, Sec. 605706] Refusal to carry orderly persons.
[Ord. No. 1978-76]~~

~~It is illegal for and a person to commits the offense of refusal to carry orderly persons if he they refuses or neglects, or if a holder allows a driver to refuse or neglect to convey any orderly person or persons upon request unless previously engaged or unless unable or forbidden to do so by the provisions of this ChapterOrdinance. For the purposes of this section, a person who requests service by telephone shall be deemed to be an orderly person.~~

~~§ 40-606707 [Ch. 40, Sec. 606707] Refusal to pay legal fare.
[Ord. No. 1978-76]~~

~~It is illegal for any person to refuse to pay the legal fare required byof any of the vehicles mentioned in this ChapterOrdinance after having been conveyed in a vehicle for hire. the same, and it is illegal for any person to hire any vehicle herein defined with intent to defraud the person from whom it is hired from, and it assumed that any person who does not pay the legal fare after having been conveyed in such a vehicle intended to defraud such person, and it shall be the burden of the conveyed person to prove (s)he did not intend to defraud said person.~~

~~§ 40-607708 [Ch. 40, Sec. 607708] Insufficient service.~~

~~It is illegal for and a holder to commits the offense of supplying insufficient service if:~~

~~A. He They fails to provide twenty-four-hour taxicab service as required by § 40-506606; or~~

~~B. He They fails to provide vehicle for hire taxicab service to a bona fide caller within 30 minutes of the time that a request for a vehicle for hire taxicab is made. [Ord. No. 1989-31]~~

§ 40-~~608709~~ [Ch. 40, Sec. ~~608709~~] Failure to keep manifests.

It is illegal for ~~and~~ a person to commits the offense of failure to keep manifests if:

- A. ~~He is~~ They are a licenseeholder and ~~he~~ they allows a driver to neglect or omit the making of a manifest as required by § ~~40-507607~~; or
- B. ~~He is~~ They are a driver and ~~he~~ they neglects or omits the making of a manifest as required by § ~~40-507607~~. [~~Ord. No. 1989-31~~]

§ 40-~~608710~~ [Ch. 40, Sec. ~~608710~~] Failure to keep records and reports.
[~~Ord. No. 1989-31~~]

It is illegal for ~~and~~ a person to commits the offense of failure to keep records and reports if ~~he~~ they fails to keep ~~his~~ records and reports as required by § ~~40-507607~~.

§ 40-~~609711~~ [Ch. 40, Sec. ~~609711~~] Failure to insure.
[~~Ord. No. 1989-31~~]

It is illegal for ~~and~~ a licenseeholder to commits the offense of failure to insure if ~~he~~ they fails to provide the insurance required by § ~~40-205~~.

§ 40-~~610712~~ [Ch. 40, Sec. ~~610712~~] Improper vehicle use.
[~~Ord. No. 1989-31~~]

- A. ~~It is illegal for and a~~ A person to commits the offense of improper vehicle use if ~~he~~ they violates any provision of the Illinois Motor Vehicle Code (111. Rev. Stat. Ch. 95-1/2625 ILCS 5), ~~or the Bloomington Motor Vehicle Code (Bloomington City Code Chapter 29 of the City Code,)~~ or any other similar applicable portion of the Codes or Ordinances of the Town of Normal or City of Bloomington ~~any other jurisdiction~~.
- B. Except as provided by State Law, no person shall transport, carry, possess, or have any alcoholic liquor in the passenger area of a vehicle for hire in the City of Bloomington or the Town of Normal, except in the original package and with the seal unbroken.

§ 40-~~611713~~ [Ch. 40, Sec. ~~611713~~] Overloading vehicle.
[~~Ord. No. 1989-31~~]

It is illegal for ~~and~~ a person to commits the offense of overloading a vehicle if ~~he~~ they carries more passengers than the seating capacity of the taxicab vehicle for hire ~~was obviously~~ designed to carry.

§ 40-~~612714~~ [Ch. 40, Sec. ~~612714~~] Insufficient parking.
[~~Ord. No. 1989-31~~]

It is illegal for ~~and~~ a licenseeholder to commits the offense of supplying insufficient parking if ~~he~~ they fails to provide off-street parking facilities for ~~his~~ their motor vehicles as required by § ~~40-405505~~.

§ 40-613715 [Ch. 40, Sec. 613715] Theft of service call.
[Ord. No. 1989-31]

It shall be a violation of this ~~Chapter~~Ordinance to respond to a call for service directed to any other company. The City Manager may ~~impose~~punish a violation of this ~~Section~~ by suspension or revocation of the ~~Certificate of Convenience license~~, or the ~~taxicab vehicle for hire driver's permit~~, or both, in addition to the penalties contained in ~~§ 40-616718~~ of this ~~Chapter~~.

§ 40-614716 [Ch. 40, Sec. 614716] Improper advertising.
[Ord. No. 1989-31]

It shall be unlawful for any holder of a ~~certificate~~ license to place, or cause to be placed, any advertisement for services on public property. Advertisements for service placed on private property shall only be located in accordance with the City's Sign Code and with the written consent of the property owner.

§ 40-615717 [Ch. 40, Sec. 615717] "No smoking" signs required.
[Ord. No. 2012-34]

Signs stating "No Smoking" shall be posted in ~~taxicabs vehicles-for-hire~~. The sign shall have a reference to ~~Chapter 41, § 41-204, of the Bloomington City Code~~ and shall state that complaints of persons smoking in violation of the law may be reported to the Bloomington City Clerk at (309) 434-2240.

§ 40-616718 [Ch. 40, Sec. 616718] Penalty.

- A. The penalty for the operation of an illegal ~~taxicab vehicle for hire~~ as described in ~~§ 40-601704~~ of this ~~Article~~, shall be a fine of not less than \$250 nor more than \$1,000 for the first offense and a fine of not less than \$500 nor more than \$3,000 for second and subsequent offenses. Vehicles operating as illegal ~~taxicabs vehicles-for-hire within the City of Bloomington~~ may be seized and impounded by the police pursuant to § 29-2208 of the City Code and shall not be released prior to the payment of a release fee of \$10, an impoundment fee of \$250, and the paying of all towing company fees. In addition, anyone found to have illegally operated a ~~taxicab vehicle for hire~~ is subject to having their ~~certificate license~~ or driver's permit suspended or revoked. A separate offense shall be deemed committed each day during ~~or~~ which an offense occurs or continues. **[Ord. No. 2011-33]**
- B. For all offenses enumerated in this article, with the exception of ~~§ 40-601704~~, the penalty shall be a fine of no less than \$100 and no more than \$500 for each offense. In addition to said fine, violators may have their ~~certificate license~~ or driver's permit suspended or revoked. A separate offense shall be deemed committed each day during or on which an offense occurs or continues. **[Ord. No. 2011-33]**

~~Article VIII~~

Enforcement Responsibilities and Procedures

§ 40-701801 [Ch. 40, Sec. 701801] Service of notice.

A. Service of notice on individuals.

- (1) ~~Except as otherwise expressly provided, service of any notice required in this Chapter upon an individual shall be made:~~

- (a) ~~By leaving a copy thereof with the person personally; or~~
- (b) ~~By leaving a copy at his their home or usual place of work, with some member of the person's family of the age of 1310 years or upwards, and informing that person of the contents thereof, provided the officer or other person making service shall also send a copy of the notice in a sealed envelope with postage fully prepaid, addressed to the person at their residence, his usual place of abode.~~
- (2) ~~The certificate of the officer or affidavit of the person that he has they have sent the copy in pursuance of this Section is sufficient evidence to prove that he has they have done so.~~
[Ord. No. 1978-76]
- B. ~~Service on partnership or corporation. Any corporation or partnership required to be given any notice under this Chapter may be served by serving notice on any director, officer, or partner thereof in the manner provided in Subsection A above.~~ **[Ord. No. 1978-76]**

~~§ 40-702802 [Ch. 40, Sec. 702802] Appeal.~~
[Ord. No. 1978-76]

~~Any person aggrieved by a determination or action of the City ClerkManager under the provisions of this Chapter may appeal to the City ManagerCouncil by giving written notice of intent to appeal to the Legal DepartmentMayor of the City of Bloomington not later than noon on the Wednesday preceding the next regularly scheduled City Council Meeting. If in the opinion of the Mayor, the matter being appealed is urgent, he may, in his sole discretion, call a special meeting of the City Council as outlined in Bloomington City Code Chapter 2, § 2-204.~~

~~§ 40-703803 [Ch. 40, Sec. 703803] Enforcement.~~
[Ord. No. 1978-76]

~~In enforcing this ordinance, the Police Department of the City of Bloomington upon discovering a violation of the provisions of this ordinance, shall take appropriate action to enforce the law and shall report the same to the City Manager who may take appropriate action with respect thereto.~~

~~§ 40-704804 [Ch. 40, Sec. 704804] Supplemental regulations.~~
[Ord. No. 1978-76]

~~The City Manager is hereby given the authority to promulgate such rules and regulations not inconsistent with this ordinance as he shall find necessary to effectuate the purpose and intent of this chapter.~~

Article IXVIII

Severability and Repealers

~~§ 40-801904 [Ch. 40, Sec. 801904] Severability.~~
[Ord. No. 1978-76]

Each of the provisions of this ChapterOrdinance are severable and if any provisions shall be

declared to be invalid, the remaining provisions shall not be affected but shall remain in full force and effect.

~~§ 40-902 [Ch. 40, Sec. 902] Repealer.~~
~~[Ord. No. 1978-76]~~

~~All Ordinance or parts of Ordinance in conflict with this Ordinance are hereby repealed.~~

~~Article X~~
~~Downtown Shuttles~~

~~§ 40-1001 [Ch. 40, Sec. 1001] Operation of downtown shuttles.~~
~~[Ord. No. 2015-68]~~

~~No person or entity shall operate or drive a downtown shuttle without complying with the requirements of this article. Downtown shuttles may only be operated on Thursdays, Fridays and Saturdays, commencing at 6:00 p.m. until 4:00 a.m. the following morning. Downtown shuttles may also be operated on the following dates commencing at 6:00 p.m. through 4:00 a.m. on the following morning: Super Bowl Sunday, March 17th, October 31st, the day before Thanksgiving and the first dates on which students at Illinois State University and Illinois Wesleyan University move in or out of dormitories, the respective homecoming weekends for Illinois State University and Illinois Wesleyan University, and December 31st. Downtown shuttles may also be operated on any dates and times for which an official notice to do so has been issued by the City Manager. Holders of downtown shuttle certificates who wish to request that a specific date be officially designated by the City Manager pursuant to the preceding sentence must send a written request the City Clerk's office no later than 14 days prior to the date for which the official designation is requested.~~

~~§ 40-1002 [Ch. 40, Sec. 1002] Certificate of public convenience required.~~
~~[Ord. No. 2015-68]~~

~~No person shall operate or permit a downtown shuttle owned or controlled by him to be operated as a downtown shuttle upon the streets of the City of Bloomington or such other areas to which this chapter applies pursuant to an intergovernmental cooperation agreement without having first obtained a certificate of public convenience from the City Manager as provided in Article II of this chapter.~~

~~§ 40-1003 [Ch. 40, Sec. 1003] Number of downtown shuttles.~~
~~[Ord. No. 2015-68]~~

~~Each holder shall operate the number of downtown shuttles for which the holder's certificate was issued. Additions to in the number of downtown shuttles allowed for each holder shall be made only in accordance with the procedure outlined for the issuance of a certificate of public convenience set forth in Article II of this chapter and will require that an application for operation of additional vehicles be filed with the Clerk's office as provided therein. Certificate holders may voluntarily take a downtown shuttle out of service and are not required to have insurance on such a vehicle. Prior to a vehicle being returned to service, it must be insured as required by § 40-205 and proof of said insurance shall be provided to the City Clerk. The vehicle must also be inspected for the portion of the year for which it will operate as required by § 40-1005 of this~~

article.

~~§ 40-1004 [Ch. 40, Sec. 1004] Display of identification card.
[Ord. No. 2015-68]~~

~~Every driver licensed under this article shall post his driver's identification card in such a place as to be in full view of all passengers while such driver is operating a downtown shuttle.~~

~~§ 40-1005 [Ch. 40, Sec. 1005] Downtown shuttles -- license required.~~

~~A. Vehicles must be licensed.~~

~~(1) Prior to the use and operation of any vehicle under the provisions of this article and during the months of December and June of each year, every vehicle shall be thoroughly examined and inspected by the Police Department and found to be satisfactory in regard to the following:~~

~~(a) Steering;~~

~~(b) Brakes;~~

~~(c) Lights;~~

~~(d) Tires;~~

~~(e) Horn;~~

~~(f) Exhaust system;~~

~~(g) Rear view mirror;~~

~~(h) Windshield wipers;~~

~~(i) Properly licensed by State of Illinois;~~

~~(j) Otherwise clean, sanitary and safe for the transportation of passengers;~~

~~(k) State Sticker showing proof of insurance;~~

~~(l) No crack in a window which cannot be covered by a one-inch disk (State law -- a quarter);~~

~~(m) No body damage or condition shall be allowed to remain which would cost in excess of \$250 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers.~~

~~(2) As part of this examination, every vehicle must pass the safety test provided by an official Illinois testing station as established by the Illinois Compiled Statutes. If the vehicle complies with the City standards set forth above and passes the official Illinois test, the sticker of safety by the official testing station and a sticker issued by the City shall be affixed to said vehicle and it shall at all times be displayed on said vehicle. No sticker issued during the first six months of any year shall be of any effect after July 1st of that year and no such certificate issued during the second six months of any year shall be of any effect after~~

~~January 1st of the following year. No downtown shuttle shall be operated upon the streets, alley or public places of said City without having been tested as herein required or without having said sticker displayed on said vehicle. A fee as set forth in the Schedule of Fees shall be paid to the City for each such certificate. [Ord. No. 2018-89]~~

~~B. Periodic inspections. Every vehicle operating under this Ordinance shall be inspected every six months by the Police Department as provided for herein. However, the City Manager shall have authority to order an inspection at any time to insure the continued maintenance of safe operating conditions.~~

~~C. Vehicles must be kept in a clean and sanitary condition. Every vehicle operating under this Ordinance shall be kept in a safe, clean and sanitary condition at all times to conform to the standards above. [Ord. No. 2015-68]~~

~~§ 40-1006 [Ch. 40, Sec. 1006] Penalties.
[Ord. No. 2015-68]~~

~~Any person or entity violating any portion of this article X (Downtown Shuttles) shall be fined a minimum amount not less than \$250 and a maximum amount not to exceed \$1,000 for a first offense and a minimum amount not less than \$250 and an amount not to exceed \$2,500 for second and subsequent offenses.~~

~~§ 40-1007 [Ch. 40, Sec. 1007] Personal articles left in downtown shuttles.
[Ord. No. 2015-68]~~

~~All articles found in downtown shuttles by the holder or driver thereof shall be turned over to the Police Department of the jurisdiction where the vehicle is located when the article is found within 24 hours of the finding of the article, unless the property is claimed by the owner. Upon the property being turned over, the Police Department shall give a receipt to the person turning the property over to the police department and, if not claimed in 30 days, such property shall be returned to the holder or driver, or disposed of by the police department.~~

~~§ 40-1008 [Ch. 40, Sec. 1008] Manifests.~~

~~A. Every driver shall maintain a daily manifest upon which is recorded all trips made each day, showing time and place of origin, the number of passengers, and amount of fare, and all such completed manifests shall be returned to the holder by the driver at the conclusion of his tour of duty. The forms for each manifest shall be furnished to the driver by the certificate holder and shall provide for content and be of a type approved by the City Manager.~~

~~B. Every certificate holder of a certificate of public convenience shall retain and preserve all drivers' manifests in a safe place for at least one calendar year following the year to which they relate and said manifest shall be available at any time on request to the City Manager or Police Department. [Ord. No. 2015-68]~~

~~§ 40-1009 [Ch. 40, Sec. 1009] Certificate holder's records and reports.
[Ord. No. 2015-68]~~

~~All accidents arising from or in connection with the operation of downtown shuttles which result in death or injury to any person or in damage to any vehicle, or to any property in an amount~~

~~exceeding the sum of \$250 shall be described on an accident report form to be furnished by the Police Department within 10 days from the time of the occurrence.~~

~~§ 40-1010 [Ch. 40, Sec. 1010] Refusal to pay legal fare.
[Ord. No. 2015-68]~~

~~It is illegal for any person to refuse to pay the fee for any downtown shuttle when being conveyed in same. Persons who refuse to pay the fare required for entry into the vehicle may be denied passage.~~

~~§ 40-1011 [Ch. 40, Sec. 1011] Filing false application.
[Ord. No. 2015-68]~~

~~A person commits the offense of filing a false application if he knowingly makes a misstatement of fact on any application for a certificate of public convenience or a vehicle for hire driver's permit. Based on the applicant's access to such information, any misstatement of fact on any such application shall be presumed to have been knowingly made unless the applicant can prove that such misstatement was not knowingly made.~~

~~§ 40-1012 [Ch. 40, Sec. 1012] Illegal operation of downtown shuttles.~~

~~It is illegal for and a person commits the offense of illegal operation of a downtown shuttle if:~~

- ~~A. Without a valid effective certificate of public convenience the person operates or drives a downtown shuttle or allows another person to operate or drive a downtown shuttle; or~~
- ~~B. The person operates or drives a downtown shuttle without a valid operator's license from the State of Illinois or without a valid downtown shuttle driver's permit from the City of Bloomington, or allows another person to do so; or~~
- ~~C. The person operates or drives or allows another to operate or drive a downtown shuttle which lacks proper State of Illinois license plates or City of Bloomington downtown shuttle stickers; or~~
- ~~D. The person operates or drives or allows another to operate or drive a downtown shuttle which does not have the name of the business and a phone number on the side of the downtown shuttle. [Ord. No. 2015-68]~~

~~§ 40-1013 [Ch. 40, Sec. 1013] Refusal to carry orderly persons.
[Ord. No. 2015-68]~~

~~It is illegal for and a person commits the offense of refusal to carry orderly persons if he refuses or neglects, or if a holder allows a driver to refuse or neglect, for reasons other than the vehicle being filled to legal capacity or failure to pay a required fare, to convey any orderly person or persons upon request.~~

~~§ 40-1014 [Ch. 40, Sec. 1014] Failure to keep manifests.~~

~~It is illegal for and a person commits the offense of failure to keep manifests if:~~

- ~~A. He is a holder and he allows a driver to neglect or omit the making of a manifest as required~~

by ~~§ 40-1008~~; or

B. ~~He is a driver and he neglects or omits the making of a manifest as required by § 40-1008.~~
~~[Ord. No. 2015-68]~~

~~§ 40-1015 [Ch. 40, Sec. 1015] Failure to keep records and reports.~~
~~[Ord. No. 2015-68]~~

~~It is illegal for and a person commits the offense of failure to keep records and reports if he fails to keep his records and reports as required by § 40-1009.~~

~~§ 40-1016 [Ch. 40, Sec. 1016] Failure to insure.~~
~~[Ord. No. 2015-68]~~

~~It is illegal for and a holder commits the offense of failure to insure if he fails to provide the insurance required by § 40-205.~~

~~§ 40-1017 [Ch. 40, Sec. 1017] Improper vehicle use.~~
~~[Ord. No. 2015-68]~~

~~It is illegal for and a person commits the offense of improper vehicle use if he violates any provision of the Illinois Motor Vehicle Code (625 ILCS 5) of the Bloomington Motor Vehicle Code (Bloomington City Code Chapter 29) or any other applicable portion of the Codes or Ordinances of any other jurisdiction.~~

~~§ 40-1018 [Ch. 40, Sec. 1018] Overloading vehicle.~~
~~[Ord. No. 2015-68]~~

~~It is illegal for and a person commits the offense of overloading a vehicle if he carries more passengers than the seating capacity of the vehicle under state or federal law.~~

~~§ 40-1019 [Ch. 40, Sec. 1019] Insufficient parking.~~
~~[Ord. No. 2015-68]~~

~~It is illegal for and a holder commits the offense of supplying insufficient parking if he fails to provide off-street parking facilities sufficient to store his motor vehicles while such vehicles are not in service.~~

~~§ 40-1020 [Ch. 40, Sec. 1020] Improper advertising.~~
~~[Ord. No. 2015-68]~~

~~It shall be unlawful for any holder of a certificate to place, or cause to be placed, any advertisement for services on public property. Advertisements for service placed on private property shall only be located in accordance with the City's Sign Code and with the written consent of the property owner.~~

~~§ 40-1021 [Ch. 40, Sec. 1021] "No smoking" signs required.~~
~~[Ord. No. 2015-68]~~

~~Signs stating "No Smoking" shall be posted in downtown shuttles. The sign shall have a reference to Chapter 41, § 41-203, of the Bloomington City Code and shall state that complaints of persons smoking in violation of the law may be reported to the Bloomington City Clerk at (309) 434-2240.~~

~~§ 40-1022 [Ch. 40, Sec. 1022] Advertising.
[Ord. No. 2015-68]~~

~~Subject to the rules and regulations of the City Manager, it shall be lawful for any person owning or operating a downtown shuttle to permit advertising matter to be affixed to or installed in or on such downtown shuttle.~~

~~§ 40-1023 [Ch. 40, Sec. 1023] Hub locations and waiting periods.~~

~~A. Locations.~~

- ~~(1) The following locations are permitted waiting locations for downtown shuttles on dates when downtown shuttles may legally operate, commencing at 10:00 p.m. and ending at 3:00 a.m.:~~

~~Location~~

~~500 Block of North Main Street (East Side) – the seven regular parking spaces north of the handicap parking space and the two "freight loading" spaces north of those seven spaces~~

~~100 Block of West Washington (South Side)~~

~~300 Block of West Front Street (South Side)~~

- ~~(2) Downtown shuttles are permitted to park in the above locations for a maximum of 15 minutes unless the vehicles are loading passengers. If passengers are loading, the downtown shuttle is permitted to stay at that location an additional five minutes.~~

- ~~(3) In the event of a violation of this section, both the driver of the downtown shuttle and the company for which the driver is working may be charged with a violation of this section.~~

~~B. In addition to, or in lieu of, the hub locations set forth in Subsection A, the Chief of Police of the City of Bloomington or Town of Normal, or that person's designee may, based upon consideration of public safety or nuisance abatement, designate and promulgate hub locations. Notice of newly designated hub locations shall be sent to certificate holders of downtown shuttles by regular, first class mail to the business address of the certificate holder no less than 10 days from the date upon which said designation will become effective.~~

~~C. In the Town of Normal, downtown shuttles may drop off and pick up passengers only in lawful parking places and at other locations specifically designated by the Chief of Police of the Town of Normal.~~

~~D. The Chief of Police of the City of Bloomington or the Town of Normal, or that person's designee may, based upon consideration of public safety or nuisance abatement, designate any place in their jurisdiction as a prohibited drop off, pick-up, waiting or parking location for downtown shuttles. Notice of any designated prohibited location shall be sent to certificate holders of downtown shuttles by regular first class mail to the business address of the~~

~~certificate holders not less than 10 days before the date upon which said designation will become effective. [Ord. No. 2015-68]~~

~~§ 40-1024 [Ch. 40, Sec. 1024] Alcoholic liquor prohibited on downtown shuttles.~~

- ~~A. No person may possess alcoholic liquor, regardless of whether the container for such alcoholic liquor is sealed or open, on any downtown shuttle operating within the corporate limits of the City of Bloomington or the Town of Normal. Signs shall be prominently posted at the doors to all vehicles for hire, stating "It is unlawful to possess alcohol on this vehicle."~~
- ~~B. No driver of a downtown shuttle shall permit a violation of Subsection A of this section. [Ord. No. 2015-68]~~

~~§ 40-1025 [Ch. 40, Sec. 1025] Service of notice.~~

- ~~A. Service of notice on individuals. Except as otherwise expressly provided, service of any notice required in this chapter upon an individual shall be made:~~
- ~~(1) By leaving a copy thereof with the person personally; or~~
 - ~~(2) By leaving a copy at this home or usual place of work, with some member of the person's family of the age of 13 years or upwards, and informing that person of the contents thereof, provided the officer or other person making service shall also send a copy of the notice in a sealed envelope with postage fully prepaid, addressed to the person at this usual place of abode. The certificate of the officer or affidavit of the person that he has sent the copy in pursuance of this section is sufficient evidence to prove that he has done so.~~
 - ~~(3) By first class mail or by email to the last known postal or email address of the person. For the purpose of this section, the last known address shall be the one that has most recently been recorded in the City Clerk's office.~~
- ~~B. Service on partnership, limited liability company or corporation. Any corporation, limited liability company or partnership required to be given any notice under this chapter may be served by serving notice on any director, officer or partner thereof in the manner provided in Subsection A above. [Ord. No. 2015-68]~~

~~§ 40-1026 [Ch. 40, Sec. 1026] Enforcement.
[Ord. No. 2015-68]~~

~~In enforcing the provisions of this chapter, the Police Department of the City of Bloomington upon discovering a violation of the provisions of this chapter, shall take appropriate action to enforce the law and shall report the same to the City Manager who may take appropriate action with respect thereto.~~

~~§ 40-1027 [Ch. 40, Sec. 1027] Supplemental regulations.
[Ord. No. 2015-68]~~

~~The City Manager is hereby given the authority to promulgate such rules and regulations not inconsistent with this chapter as he shall find necessary to effectuate its purpose and intent.~~

~~§ 40-1028 [Ch. 40, Sec. 1028] Towing and impoundment.
[Ord. No. 2015-68]~~

~~Vehicles operated in violation of the provisions of this chapter may be towed and impounded pursuant to the ordinances of the jurisdiction within which the violation takes place.~~

~~Article XI~~
Limousines

~~§ 40-1101 [Ch. 40, Sec. 11] Limousine regulations.~~
~~[Ord. No. 2015-68]~~

~~"Limousine" shall mean any vehicle for which the lessee has executed a written contract granting the lessee and his or her guests the exclusive use of the vehicle for a continuous period of time of three hours or more. All vehicles purporting to be operating as a limousine must at all times have in the possession of the driver a copy of the written contract which has been executed by the current lessee of the vehicle. Whenever a limousine is under the exclusive use of a lessee and is parked, it must have a sign prominently posted which states, "Not for Hire." No vehicle shall be leased as a limousine unless it has "livery" or "PT" vehicle registration plates issued by the Illinois Secretary of State. Persons operating a vehicle in compliance with the requirements of this article XI shall not be deemed to be unlawfully operating a taxi or a downtown shuttle.~~

~~Article XII~~
Transportation Network Providers

~~§ 40-9014201 [Ch. 40, Sec. 9014201] Purpose of Aarticle; applicability.~~

- ~~A. The purpose of this Aarticle XII is to protect the health, safety, and welfare of the citizens of the communities of the City of Bloomington and the Town of Normal through the regulation of Transportation Network Company (TNC) services, which provide transportation of passengers for hire.~~
- ~~B. The City of Bloomington and the Town of Normal have entered into an intergovernmental agreement under which the City of Bloomington will perform the administration and enforcement of the regulations under this Aarticle.~~
- ~~C. This Aarticle is adopted pursuant to the home rule authority of the City of Bloomington and the Town of Normal and pursuant to the authority to regulate drivers for hire under Section 11-42-6 of the Illinois Municipal Code. [Ord. No. 2015-31]~~

~~§ 40-9024202 [Ch. 40, Sec. 9024202] Definitions; geographic operations.~~

- ~~A. As used in this Article XII:~~

CITY CLERK

The City Clerk of the City of Bloomington or ~~his or her~~ their designee.

CITY MANAGER

The City Manager of the City of Bloomington or ~~his or her~~ their designee.

TNP ACT

The Transportation Network Providers Act (625 ILCS 57/).

TRANSPORTATION NETWORK COMPANY, TNC, TRANSPORTATION NETWORK COMPANY DRIVER, TNC DRIVER, and TRANSPORTATION NETWORK COMPANY

SERVICES or TNC SERVICES

- A. Shall have the meanings set forth under Section 5 of the Transportation Network Providers Act, (625 ILCS 57/), which was enacted under Public Act 98-1173 and takes effect on June 1, 2015.
- B. A TNC operates in the City of Bloomington and the Town of Normal if a TNC driver picks up a passenger in the jurisdictional boundaries of either the City of Bloomington or the Town of Normal.
- C. A TNC driver operates in the City of Bloomington and the Town of Normal if they ~~he or she~~ picks up a passenger in the jurisdictional boundaries of either the City of Bloomington or the Town of Normal. **[Ord. No. 2015-31]**

§ 40-9031203 [Ch. 40, Sec. 9031203] Compliance with state law.

- A. Each TNC and each TNC driver operating in Bloomington-Normal must comply with the provisions of the TNP Act. If a TNC or TNC driver operates in Bloomington-Normal before the effective date of the TNP Act, then the TNC or TNC driver must comply with the provisions of the TNP Act as if the Act were in effect as of the date that the TNC or TNC driver operates in Bloomington-Normal.
- B. Failure of a TNC or TNC driver to comply with the provisions of the TNP Act will be deemed a violation of this Cchapter and may subject the violator to revocation or suspension of any TNC license ~~or driver's permit~~ issued pursuant to this Aarticle or to fines as provided in this Aarticle. **[Ord. No. 2015-31]**

§ 40-9041204 [Ch. 40, Sec. 9041204] Transportation network company license required.

- A. No TNC may operate in Bloomington-Normal unless it obtains a TNC License. The application for a TNC license shall be made to the City Clerk in the form and manner required by that Department~~office~~. The fee for application for license issuance or renewal shall be as set forth in the Schedule of Fees and upon the issuance of a license upon approval, the licensure fee shall be an amount as set forth in the Schedule of Fees. The licensure fee must be paid prior to the issuance of a license. **[Ord. No. 2018-89]**
- B. Each TNC License shall commence upon issuance and continue through April 30~~December 31 of the calendar~~ each year~~issued~~. Thereafter, if renewed, the TNC License will run annually, concurrent with the City's fiscal year of May 1 to April 30~~each calendar year~~. Application for annual license renewal must be submitted to the City Clerk's office prior to the year for which renewal is sought. The application fee shall be non-refundable regardless of whether a license is issued or renewed. **[Ord. No. 2015-31]**
- C. All applications for the renewal of a license shall be made in writing to the City Clerk not later than April 1 of each year. If the information and statements contained in the original application have not changed, in lieu of an application for renewal, a licensee may file with the City Clerk not later than April 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 40-905 [Ch. 40, Sec. 905] License fees; Late fees

- A. The fee to be paid for the license herein required shall be an amount as set forth in the Schedule of Fees per year payable in advance and no license shall be issued until such fee has been paid. When a license is created by the City Clerk and is subsequently issued, the

license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated. The license shall expire on April 30th of each year. In the event of revocation or surrender of a license, no unearned portion of the license fee shall be refunded.

- B. Each renewal license fee must be received by the City Clerk not later than April 1 unless the first falls on a holiday, in which case license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 40-9061205 [Ch. 40, Sec. 9061205] **Transportation network company application.**

- A. Each application for a TNC license shall be verified upon oath or affirmation and shall furnish, at a minimum, the following information:

- (1) If the license applicant is an individual:

- (a) The individual's full name, residence address, business address, business e-mail address and business telephone number; and
- (b) Proof that the applicant is at least 18 years of age.

- (2) If the license applicant is a corporation:

- (a) The corporate name, business address and telephone number of the applicant;
- (b) The date and state of incorporation; **[Ord. No. 2015-31]**
- (c) The name, street address, mailing address and email address of a designated registered agent in the State of Illinois authorized to accept service of process and all notices required under this Aarticle;
- (d) The applicant must be in good standing with the State of Illinois before a license will be issued ~~Proof that the applicant is authorized and registered to do business in the State of Illinois; if the applicant has existed for more than one year, this proof shall include a Certificate of Good Standing issued by the Secretary of State;~~

- (3) If the license applicant is a partnership or limited liability company:

- (a) The name, business address or principal office address and telephone number of the applicant;
- (b) The full names, residence addresses, e-mail addresses and residence telephone numbers of:

- [1] The three members who own the highest percentage interests in such partnership or limited liability company,

- [2] The general partner of a partnership;

- [3] The managing partner of a limited liability company; and

- [4] Any other member who owns a 25% or more interest therein;
- (c) The name, street address, mailing address and e-mail address of a designated registered agent in the State of Illinois authorized to accept service of process and all notices required under this Aarticle; and
- (d) ~~The applicant must be in good standing with the State of Illinois before a license will be issued. If the applicant is a limited liability company, proof that the applicant is authorized and registered to do business in the State of Illinois and, if the applicant has been in existence for more than one year, this proof shall include a Certificate of Good Standing issued by the Secretary of State.~~
- B. In addition to the license application requirements listed in Subsection A, any applicant for license issuance or renewal shall provide to the Clerk:
- (1) ~~The first names, middle initials, last names, driver's license numbers, and addresses of drivers registered with the applicant as of the date of the application, or upon request of the City, who will be providing TNC services in the City of Bloomington and the Town of Normal or, on a monthly basis, a list of the last four numbers of the driver's license number and initial of first and last name for each active driver.~~
- (2) A sworn statement under oath by the TNC that:
- (a) The TNC has conducted the background checks as required by § ~~40-9071209~~ of this Cchapter on any existing TNC drivers and will conduct such background checks on any future drivers prior to being allowed to operate for the TNC;
- (b) ~~That b~~Background checks will be updated on all TNC drivers on an annual basis;
- (c) ~~That a~~All TNC drivers have passed the TNC's background checks and are not disqualified under § ~~40-910B1209B~~ of this Cchapter;
- (d) ~~That t~~The TNC has ensured the vehicles of all TNC drivers have met the qualifications of § ~~40-9131212~~ of this Cchapter; and
- (e) ~~That t~~The TNC and all TNC drivers have met the insurance obligations set forth in § ~~40-9111210~~ of this Cchapter.
- (3) The applicant's insurance policies as required by Section 10 of the Transportation Network Providers Act.
- (4) Regular and twenty-four-hour emergency contact information, including a telephone number, for the TNC.
- (5) A plan on the provision of background checks as required by § ~~40-907H1206H~~. ~~[Ord. No. 2015-31]~~

§ ~~40-9071206~~ [Ch. 40, Sec. 9071206] Transportation network company license qualifications.

- A. In order to qualify for a TNC license, whether upon initial application or upon application for renewal of a license:

- (1) An applicant shall ~~be in compliance~~ comply with all applicable City of Bloomington, Town of Normal, State of Illinois, and federal laws and must not owe any debt to the City;
 - (2) If the applicant is ~~an entity corporation or limited liability company~~, the applicant must be registered with the Illinois Secretary of State as an organization authorized to do business in the State of Illinois and be in good standing;
 - (3) The applicant shall have a designated registered agent in the State of Illinois authorized to accept service of process and notices required by this Aarticle; and
 - (4) The applicant shall provide regular and twenty-four-hour emergency contact information, including a telephone number, for the TNC.
- B. No applicant is eligible for a license if any transportation network company license held by the applicant, or by any officer or director of a corporate applicant or partner of a partnership applicant, has been revoked within the previous five years, or if the applicant, or any officer or director of a corporate applicant or partner in a partnership applicant, within the five years immediately preceding the date of his application, has been either convicted, or in custody, under parole or under any other noncustodial supervision resulting from a conviction in a court of any jurisdiction for the commission of any felony as defined by Article 2 of the Illinois Criminal Code of 2012, codified at 720 ILCS 5/2-0.5 et seq., or its equivalent under federal or other jurisdictional law.
- C. No applicant is eligible for a license if the applicant, or any officer, director, or shareholder having any more than 25% of the shares in ~~an entity corporate or limited liability company~~ applicant, or any partner in a partnership applicant, owes the City of Bloomington or Town of Normal, any outstanding fines, judgment debts, past-due amounts for water or other City services, taxes, fees, or any other amounts. This provision may be waived by the City Manager of the municipality to whom the financial obligation is outstanding, provided that the applicant enters into and fully complies with a payment agreement providing for full payment to the jurisdiction of any and all outstanding obligations referred to in the preceding sentence. Any license issued pursuant to such an agreement shall be probationary in the sense that it shall be contingent upon full compliance with the agreement and shall be revoked upon failure to comply therewith.
- D. No applicant is eligible for a license if the applicant, or any officer, director, or shareholder having more than 25% of the shares in ~~an entity corporate or limited liability company~~ applicant, or any partner in a partnership applicant, has been found guilty of three or more violations of the Bloomington City Code or the ordinances of the Town of Normal in the past three years preceding the date of application.;
- E. Eligibility for issuance of any license under this Cchapter shall be a continuing requirement for maintaining such license.
- F. If the applicant meets the criteria set forth in this Ssection, the ~~City Manager shall direct the City Clerk to~~ issue or renew a TNC license.
- G. If an application for the issuance or renewal of a license is denied, the City Clerk ~~Manager~~ shall issue a written notice of denial, together with findings in support of the denial, to the applicant. The applicant may, within 10 days of the mailing of the notice of denial, make a

written request for a hearing to appeal the denial. Failure to timely make such a request will waive the right to appeal. The request must be submitted to the ~~office of the City of~~ Bloomington Corporation Counsel located at 115 E. Washington~~109 East Olive Street~~, Bloomington, Illinois-61701.-Upon receipt of a timely written request for a hearing, the Corporation Counsel's office shall schedule a hearing on the appeal in the City of Bloomington Administrative Court and shall send~~mail~~ notice of the date and time of a hearing to the applicant. Said hearing shall be set for a date within 30 days of the Corporation Counsel's receipt of the request for an appeal. If, at the appeal hearing, the applicant establishes by a preponderance of the evidence that the denial was based upon incorrect findings, the City Clerk~~Manager~~ shall issue a license. If, at such hearing, the denial is found to have been based upon correct findings, or if the applicant fails to prove by a preponderance of the evidence that the findings forming the basis for the denial were incorrect, the denial shall become final. After entry of the final denial, the appellant shall be ineligible to make a new application for a period of 18 months.

- H. Prior to a license being issued, the TNP must submit a written plan for how background checks will be conducted and affirm such background checks are being completed and will continue to be completed as set forth in the plan and in accordance with this S~~subsection~~. A local and national criminal background check, conducted through a third-party vendor, must be completed for each applicant. Any company that has been accredited by the National Association of Professional Background Screeners shall be pre-approved by the City to perform the required criminal background checks. Upon written application, the City Manager may approve additional companies that meet similar requirements. At a minimum, the criminal background checks shall include:
- (1) Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); and
 - (2) National Sex Offender Registry database. **[Ord. No. 2015-31]**

~~§ 40-1207 [Ch. 40, Sec. 1207] Rescission of transportation network company license.~~

- A. ~~The City Manager shall have the power to rescind, pursuant to this section, any transportation network company license erroneously or illegally issued or renewed pursuant to this section.~~
- B. ~~In order for such rescission to be effective, the Corporation Counsel for the City of Bloomington shall notify the licensee of the date the rescission will take effect. The notice shall be provided by first-class mail or in person. The notice shall indicate the basis for the rescission and shall also indicate a date and time, prior to the proposed rescission date, upon which the licensee may appear in the City of Bloomington Administrative Court to contest the proposed rescission. The licensee shall also be informed that he or she shall be entitled to present at the hearing any document, including affidavits, relating to the proposed rescission. Following the appearance of the licensee before the Administrative Hearing Officer, the Officer may affirm or reverse the rescission decision based upon the evidence presented by the licensee. The Hearing Officer's decision shall be in writing and shall be mailed to the licensee at least five days before a license rescission is effective. A licensee may appeal the Hearing Officer's decision to any court of competent jurisdiction. [Ord. No. 2015-31]~~

§ 40-~~909~~1208 **[Ch. 40, Sec. 908~~1208~~] Additional requirements for a transportation network**

company.

- A. The requirements under this Section are in addition to the requirements set forth in the TNP Act. Failure of a TNC to comply with the requirements of the TNP Act or of this Section will be a violation of this Code and may subject the licensee to suspension, revocation or fines as provided in this Article.
- B. A TNC operating in Bloomington-Normal must comply with all of the following:
 - (1) Upon notification from the City of Bloomington that a local TNC driver has been involved in illegal activities, the TNC shall immediately remove a driver from its network system and not reinstate that driver until adjudication of the alleged activities and re-qualification of the TNC driver.
 - (2) A TNC shall maintain TNC driver records at least until the one year anniversary of the date on which a TNC driver's activation on the TNC digital network has ended. These records shall include:
 - (a) Records provided or gathered by the TNC pertaining to driver requirements mandated in Section 15 of the Transportation Network Providers Act;
 - (b) Records of passenger complaints regarding drivers, investigation by the TNC of those complaints and any other records pertinent to passenger complaints or their investigation;
 - (c) Accurate books and records of account of the licensee's operations in the City of Bloomington and Town of Normal;
 - (d) A TNC shall maintain individual trip records for at least one year from the date each trip was provided. The individual trip record must include TNC driver and vehicle information, date and time of start and finish of trip, location of trip, passenger's personal identification, and fee charged for the service.
 - (3) The TNC shall be required to abide by the auditing requirements set forth herein. The City, or a third party agreed upon by the City and a TNC, may audit the records of the TNC, including either specifically requested TNC drivers and/or a random sample of the TNC's records related to drivers, in accordance with all of the following:
 - (a) Except for cause relating to repeated public complaints or infractions of this Article, the City may conduct a general audit of the records related TNC drivers no more than two times per year.
 - (b) The audit shall take place at a third party location agreed upon by the City and the TNC. If a location cannot be agreed upon, the audit shall take place at a law office within the Bloomington-Normal area as designated by the City's corporation counsel.
 - (c) Upon a citation to a TNC driver and/or a complaint concerning a TNC driver, the City shall be permitted to audit the records of said TNC driver at any time.
 - (4) A TNC shall accept service of process by certified mail sent to its registered agent.
 - (5) Obtain and review a driving history research report for such individual.

(6) Conduct the background checks as required by § ~~40-907H1206H~~. [Ord. No. 2015-31]

§ ~~40-9101209~~ [Ch. 40, Sec. ~~9091209~~] TNC driver requirements.

A. Prior to permitting an individual to act as a TNC driver on its digital platform or otherwise on behalf of the TNC, the TNC shall:

(1) Require the individual to submit an application to the TNC, which includes information regarding his or her address, age, driver's license, driving history, motor vehicle registration, automobile liability insurance, and other information required by the TNC.

(2) Perform a local and national criminal background check, conducted through a third-party vendor, for each applicant in accordance with the plan submitted in § ~~40-907H1206H~~ and the requirements of this Aarticle. Any company that has been accredited by the National Association of Professional Background Screeners shall be pre-approved by the City to perform the required criminal background checks. Upon written application, the City Manager may approve additional companies that meet similar requirements. At a minimum, the criminal background checks shall include:

(a) Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with validation (primary source search); and

(b) National Sex Offender Registry database.

(3) Obtain and review a driving history research report for such individual.

B. The TNC shall not permit an individual to act as a TNC driver on its digital platform, nor shall an individual be allowed to operate as a TNC driver who:

(1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);

(2) Has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time of fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror;

(3) Is a match in the National Sex Offender Registry database or is a sex offender as defined by § ~~40-102~~;

(4) Does not possess a valid driver's license;

(5) Does not possess proof of registration for the motor vehicle(s) used to provide TNC Services;

(6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide TNC Services; or

(7) Is not at least 18~~24~~ years of age.

C. All TNC drivers shall be required to carry and provide proof of their affiliation with a TNC

when operating, as well as insurance coverage information as required by § ~~40-9114210~~.
~~[Ord. No. 2015-31]~~

§ ~~40-9114210~~ [Ch. 40, Sec. ~~9104240~~] **Insurance required for transportation network drivers.**

- A. Transportation network companies and participating TNC drivers shall comply with the automobile liability insurance requirements of this Section.
- B. The following automobile liability insurance requirements shall apply from the moment a participating TNC driver logs on to the transportation network company's digital network or software application until the TNC driver accepts a request to transport a passenger, and from the moment the TNC driver completes the transaction on the digital network or software application or the ride is complete, whichever is later, until the TNC driver either accepts another ride request on the digital network or software application or logs off the digital network or software application:
 - (1) Automobile liability insurance shall be in the amount of at least \$50,000 for death and personal injury per person, \$100,000 for death and personal injury per incident, and \$25,000 for property damage.
 - (2) Contingent automobile liability insurance in the amounts required in Subsection **B(1)** of this Subsection shall be maintained by a transportation network company and provide coverage in the event a participating TNC driver's own automobile liability policy excludes coverage according to its policy terms or does not provide at least the limits of coverage required in Subsection **B(1)**.
- C. The following automobile liability insurance requirements shall apply from the moment a TNC driver accepts a ride request on the transportation network company's digital network or software application until the TNC driver completes the transaction on the digital network or software application or until the ride is complete, whichever is later:
 - (1) Automobile liability insurance shall be primary and in the amount of \$1,000,000 for death, personal injury, and property damage. The requirements for the coverage required by this Subsection **C(1)** may be satisfied by any of the following:
 - (a) Automobile liability insurance maintained by a participating TNC driver;
 - (b) Automobile liability company insurance maintained by a transportation network company;
or
 - (c) Any combination of Subsection **C(1)(a)** and **(b)**.
 - (2) Insurance coverage provided under this Subsection **C** shall also provide for uninsured motorist coverage and underinsured motorist coverage in the amount of \$50,000 from the moment a passenger enters the vehicle of a participating TNC driver until the passenger exits the vehicle.
 - (3) The insurer, in the case of insurance coverage provided under this Subsection **C**, shall have the duty to defend and indemnify the insured.

- (4) Coverage under an automobile liability insurance policy required under this Subsection C shall not be dependent on a personal automobile insurance policy first denying a claim nor shall a personal automobile insurance policy be required to first deny a claim.
- D. In every instance when automobile liability insurance maintained by a participating TNC driver to fulfill the insurance obligations of this Section has lapsed or ceased to exist, the transportation network company shall provide the coverage required by this Section beginning with the first dollar of a claim.
- E. This Section shall not limit the liability of a transportation network company arising out of an automobile accident involving a participating TNC driver in any action for damages against a transportation network company for an amount above the required insurance coverage.
- F. The transportation network company shall disclose in writing to TNC drivers, as part of its agreement with those TNC drivers, the following:
- (1) The insurance coverage and limits of liability that the transportation network company provides while the TNC driver uses a vehicle in connection with a transportation network company's digital network or software application; and
 - (2) That the TNC driver's own insurance policy may not provide coverage while the TNC driver uses a vehicle in connection with a transportation network company digital network depending on its terms.
- G. An insurance policy required by this Section may be placed with an admitted Illinois insurer, or with an authorized surplus line insurer under Section 445 of the Illinois Insurance Code; and is not subject to any restriction or limitation on the issuance of a policy contained in Section 445a of the Illinois Insurance Code.
- H. Any insurance policy required by this Section shall satisfy the financial responsibility requirement for a motor vehicle under Sections 7-203 and 7-601 of the Illinois Vehicle Code.
- I. The TNC and any TNC driver shall be required to provide proof of insurance requested by the City and/or its law enforcement officials. **[Ord. No. 2015-31]**

§ 40-~~9124244~~ [Ch. 40, Sec. ~~9114213~~] Suspension or revocation of license.

- A. The City Manager may revoke or suspend a TNC License or impose a penalty if the holder of that license violates any provision of this Chapter.
- B. If any TNC receives a notice of a revocation or suspension of their license an appeal may be filed with the City of Bloomington Administrative Adjudication Unit. The appeal must be made in writing within 10 days of the date of the ~~the mailing of~~ the notice of revocation or suspension. The appeal must be submitted to the Bloomington Corporation Counsel's office located at 115 E. Washington ~~109 East Olive Street~~, Bloomington IL 61701 or legal@cityblm.org. The Corporation Counsel's office shall ~~send mail~~ an appeal hearing notice to the requestor containing the hearing date and time set in the City of Bloomington Administrative Court system. **[Ord. No. 2015-31]**

§ 40-9131212 [Ch. 40, Sec. 9121214] **Transportation network vehicles.**

- A. A TNC shall not permit a vehicle older than 10 years, counting from the model year to the present calendar year, to operate in Bloomington-Normal as a transportation network vehicle.
- B. Prior to permitting a TNC driver to use a vehicle on the digital platform, that vehicle shall be thoroughly examined by a third-party vendor approved by the City. Facilities certified as Automotive Service Excellence (ASE) Accredited Training Providers shall be considered as pre-approved vendors by the City for purposes of providing the inspections required in this ~~Section~~. The City ~~Clerk~~Manager may approve other vendors upon application. Proof of inspections, and passage of same, must be maintained by the TNC and individual TNC drivers during operations and available for inspection by the City and/or its law enforcement officials. No vehicle shall be used to provide transportation network services unless it is found to be satisfactory ~~in regard to~~ regarding the following:
- (1) Steering;
 - (2) Brakes;
 - (3) Speedometer;
 - (4) Lights;
 - (5) Tires;
 - (6) Horn;
 - (7) Exhaust system;
 - (8) Rear view mirror;
 - (9) Windshield wipers;
 - (10) Properly licensed by the State of Illinois;
 - (11) Otherwise clean, sanitary, and safe for the transportation of passengers;
 - (12) Fully functioning sSeat belts for all authorized passengers ~~which seat belts must not be pushed under seats where they would not be in plain view;~~
 - (13) No crack in a window which cannot be covered by a one-inch disk (State law - a quarter);
 - (14) No body damage or condition shall be allowed to remain which would cost in excess of \$250 on the regular body work market or which presents sharp edges or other dangerous conditions to passengers.
- C. Periodic inspections. Every vehicle operating under this Aarticle shall be inspected annually as provided in this Ssection. Inspections may be performed by a provider as set forth in Subsection **B** above. Proof of inspections, and passage of same, must be maintained by the TNC and individual TNC drivers during operations and available for inspection by the City and/or its law enforcement officials upon request.

- D. Vehicles must be kept in a clean and sanitary condition. Every vehicle operating under this Article shall be kept in a safe, clean, and sanitary condition at all times to conform to the standards above. ~~[Ord. No. 2015-31]~~

~~§ 40-9141213~~ **[Ch. 40, Sec. 9141215] Penalties.**

- A. Any TNC, TNC driver, or other person who violates any provision of this Article is subject to a fine of not less than \$250 nor more than \$3,000 for each violation. Each day upon which a violation continues or occurs shall be considered a separate violation. Any penalties set forth herein shall be in addition to the right of the City to suspend and/or revoke a license under ~~§ 40-9121211~~ of this Chapter.
- B. The Corporation Counsel may bring an action in the City of Bloomington Administrative Adjudication Unit or McLean County Circuit Court to enforce this Article and to seek penalties as provided in this Article. ~~[Ord. No. 2015-31]~~

Chapter 29
Motor Vehicles and Traffic

§ 29-2208. [Ch. 29, Sec. 194B] Vehicle seizure and impoundment.

- A. Fee, seizure and impoundment. Vehicles used in the offenses listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b) or in any other misdemeanor or felony offense in violation of the Criminal Code of 1961 or the Criminal Code of 2012, or used in violation of Chapter 40 of the City Code are hereby declared contraband and subject to seizure and impoundment. The impoundment of any vehicle used in the commission of any of the foregoing offenses shall subject the owner to an administrative fee of \$400 plus costs of towing and storage. ~~[Ord. No. 2014-107]~~

SCHEDULE OF FEES – EFFECTIVE ~~SEPTEMBER 06, 2024~~ APRIL 3, 2025

The following fees are applicable for the respective licenses and fees required under “The City Code of the City of Bloomington, Illinois, or as otherwise established by law.
(Reference to related Chapter-Section of the City Code is listed to right of Fee)

TAXI CABS VEHICLES FOR HIRE (CHAPTER 40)

A. ~~Certificate of Public Convenience~~Vehicle for Hire Companies

1. Application Fee <u>for Certificate</u> :	\$400 <u>250.00</u> (40-202)
2. <u>Annual License Fee</u> :	<u>\$250.00</u> (40-207)
3. <u>Annual Fee Per Vehicle</u> :	<u>\$100.00</u> (40-207)
2. <u>Investigation</u> :	<u>Determined by City Contract Fee</u>
(a) Applicant Background Investigation:	\$10.00 each person (40-203)
(b) Fingerprinting Report:	\$20.00 (40-203)
3. <u>License Fee</u>	
(a) Annual License Fee — First taxicab or downtown shuttle:	\$200.00 (40-207(a))
(b) Annual License Fee — Each additional vehicle:	\$50.00 (40-207(a))

B. ~~License Plates~~

1. ~~Replacement of Certificate of Plate:~~ \$5.00 (40-303)

~~C.~~ Drivers Permit

1. Application Fee: \$25~~100~~.00 (40-302~~402~~)

2. Annual Permit Fee: \$50.00 (40-302)

3. ~~Replacement of Permit or Identification Card:~~ \$10.00 (40-307~~407~~)

4. Investigation:

~~D.~~ Downtown Shuttles

1. ~~Safety Certificate:~~ \$10.00 (40-1005(a))

~~E.~~ C. Transportation Network Providers

1. Application Fee: \$400.00 (40-129~~04~~(a))

2. Annual License Fee: \$3,000.00 (40-129~~4905~~(a))



CONSENT AGENDA ITEM NO. 8.S.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 6 Pertaining to Secondary Premises and Reductions in Liquor Licensing Classifications, Chapter 32 Pertaining to Repealing Pawnbroker Licensing, and Updating the Schedule of Fees, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: The City Clerk Department recommends updates to chapters of the City Code and Schedule of fees to create efficiencies and ensure compliance with State law. A summary of the updates proposed are provided below:

Chapter 6 Alcohol Beverages

- *Secondary Premise Liquor Licensing* - At the January 27, 2025 Council meeting Council approved edits to remove the Mayor from having to approve/issue secondary premise liquor applications. Clerk staff found a few additional Code edits needed to finalize the updates made to process.
- *Reducing Liquor License Classifications* - Currently, liquor license holders that request to reduce their liquor classification are required to go before the Liquor Commission and City Council. Clerk staff recommend allowing reductions in license classes to be submitted and approved by the City Clerk. An example reduction would be an establishment moving from selling/serving all types of liquor to beer and wine only. The change in process, if approved, will result in significant time savings for license holders, staff, the Liquor Commission, and Council.

Chapter 32 Pawnbrokers, Auctioneers, Junk Dealers, and Secondhand Dealers

- *Pawnbrokers* - Currently, pawnbrokers are licensed under a Secondhand Dealers license; However, a change in State law, 205 ILCS 511/10, 65(h), has occurred and home rule municipalities may no longer license pawnbrokers at the local level. The proposed Code edits will repeal all language associated to the City licensing pawnbrokers.

Schedule of Fees

- *Pawnbrokers* - Any related reference removed due to above stated changes.
- *Solicitors* - Under City's Continuous Improvement efforts, the City Clerk is currently

evaluating Solicitors permits for efficiencies. In doing so staff have come to realize that the collection of \$10 for solicitors permits adds a significant amount of staff time. The City Clerk requests to remove fee requirements for this permit type until further evaluation can be completed.

If approved, scrivener's errors and renumbering of the Code will also be corrected as necessary.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Per the City Clerk's Office - The removal of this license type will decrease revenue generated from licenses by \$250 annually per license. The City currently has three pawnbrokers for a total loss of \$750 per year.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Ordinance](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 6 PERTAINING TO SECONDARY PREMISES AND REDUCTIONS IN LIQUOR LICENSING CLASSIFICATIONS, CHAPTER 32 PERTAINING TO REPEALING PAWNBROKER LICENSING, AND UPDATING THE SCHEDULE OF FEES

WHEREAS, the City of Bloomington, McLean County, Illinois (“City”) is an Illinois home-rule municipality with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the City Clerk desires to edit Chapter 6 of the City Code to streamline processes and to alleviate challenges for liquor license holders who request to serve liquor at secondary premises and/or seek to reduce their primary liquor license classification; and

WHEREAS, the City Clerk seeks to amend the City Code to repeal licensing pawnbrokers in an effort gain compliance with State law 205 ILCS 511/10, 65(h) providing that home rule municipalities may no longer license pawnbrokers at the local level; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Code edits.

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

SECTION 1. That Chapters 6, 32, and the Schedule of Fees of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, are hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect 10 days after passage.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6 of the Illinois Constitution, 1970.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Chapter 6 Alcoholic Beverages

§ 6-101. [Ch. 6, Sec. 1] Definitions.

REDUCTION IN CLASSIFICATION

- A.** Reduction of a primary liquor license classification from all types of alcohol permit to a beer and wine-only license; or
- B.** The elimination of Sunday sales from the license classification.

§ 6-105. [Ch. 6, Sec. 4A] Notice and hearing on an application for creation of license; inspection of premises.

A. Notice.

(1) Upon the filing of an application for the creation of a license, the Liquor Commissioner shall fix a time and place for a hearing thereon before the Liquor Commission. Notice of the hearing shall be given not less than seven days prior to the hearing:

(a) By publication in a newspaper published in the City, and

(b) By delivery of a copy of the notice to the properties or by mail to occupants of the properties which abut the property for which a license is sought if a license issued pursuant to this Code has been in effect for said premises within six months of the date of the scheduled hearing ~~or if the application is for the creation of an LA or LB license regardless of whether a license has been in effect for said premises within six months of the scheduled hearing~~, unless a 500 feet notice is requested or required as hereinafter provided.

(2) ~~At the request of any Liquor Commissioner or member of the City Council or when an application is received: f~~For the first liquor license at a particular location, or if a liquor establishment has been nonfunctional at a location for more than six months prior to the date of the hearing, such notice shall be given by delivery of a copy of the notice to the properties or by mail to the occupants of the properties which are within 500 feet of the proposed premises.

(3) Any member of the Liquor Commission or City Council shall, at their discretion, request a notice of 500 feet to be required regardless of the amount of time a liquor license has been active or inactive at the requested location.

(4) Defects in the giving of such notices provided for in this subsection shall not be grounds for challenge to any decision to issue or not to issue a liquor license absent a showing of substantial prejudice stemming from such defect.

B. ~~The City Clerk, upon receipt of an application for creation of a liquor license, shall send notice of such application to the Economic & Community Development Department, and Police Departments of the City, and McLean County Health Department. The Economic & Community Development and Health Departments shall inspect the premises sought to be licensed and report their findings to the Liquor Commission; the Police Department shall investigate the background including criminal history information of persons interested in the application and report its findings to the Liquor~~

~~Commission.~~ All Applications for the creation of liquor licenses shall be subject to a comprehensive review by the relevant departments of the City of Bloomington and McLean County, which includes inspection of proposed premises and investigation of the background, including criminal history, of all applicants. The approval of any licenses is contingent upon full compliance with all applicable building codes, health regulations, and safety standards as set forth by the City of Bloomington and McLean County authorities.

- C. Hearing and evidence. The Liquor Commission shall receive and require such evidence as it may deem necessary to make findings based upon the standard and factual criteria outlined in § 6-106 of this chapter.
- D. Report to Council. After conducting a hearing on an application for the creation of a new license at which all interested persons have had an opportunity to speak, the Liquor Commission shall report its findings to the City Council along with a recommendation. The report shall relate its findings of fact to the factual criteria listed in § 6-106 of this chapter.
- E. The Liquor Commission shall not be required to conduct a hearing on applications for Bring Your Own Beverage licenses (Class "BYOB-1" and "BYOB-2"), catering licenses (Class "W"), secondary premises licenses (Class "SA" and "SB"), or nonprofit licenses (Class "NPA" and "NPB"). The Mayor, or their designee ~~on behalf of the Commission, or two members of the Liquor Commission, in the Mayor's absence,~~ may grant such licenses with or without a hearing before the Commission and the City Clerk may issue a "BYOB-1," "BYOB-2," "SA," "SB," "NPA" or "NPB" license upon receipt of an application therefor and proof of adequate dram shop insurance. The City Clerk may issue catering licenses as provided in § 6-114 of this Code.

§ 6-109. [Ch. 6, Sec. 4F] Change of license classification.

- A. Applications. Any licensee may apply for a change in license classification by filing said application with the City Clerk. The fee due upon the filing of said application shall be the same as the fee required for filing an application for the creation of a new liquor license as set forth in the Schedule of Fees. ~~§ 6-103 of this chapter.~~ The Mayor, upon receipt of an application, shall schedule a hearing thereon before the Liquor Commission. Notice of the hearing shall be given not less than seven days prior to the hearing:
 - (1) By publication in a newspaper published in the City; and
 - (2) By mailing notice to occupants of the properties which are located within 500 feet of the proposed premises. Defects in the giving of such notices provided for in this subsection shall not be grounds for challenge to any decision to issue or not to issue a change in license classification absent a showing of substantial prejudice stemming from such defects. ~~The Clerk shall send notice of such application to the Economic & Community Development Department and the Police Department of the City and the McLean County Health Department. These departments shall determine whether the change in classification or use of the premises requires additional inspection and shall report their findings, if any, to the Liquor Commission.~~
- B. Hearing and decision. The Liquor Commission shall receive and require such evidence as it may deem necessary to make findings based upon the standard and

factual criteria outlined in § 6-106 of this chapter. Based upon said criteria, the Commission shall decide whether to approve or deny the application. If the application is approved, it shall be forwarded to the City Council for consideration. All applications for change in liquor license classification shall be subject to comprehensive review by the relevant departments of the City of Bloomington and McLean County. The approval of any license modifications is contingent upon full compliance with all applicable building codes, health regulations, and safety standards as set forth by the City of Bloomington and McLean County authorities.

- C. The City Council shall not allow a change in license classification unless it finds that the change in classification is necessary for the public convenience of residents of the City of Bloomington and is in the best interests of the City of Bloomington. In deciding whether the change of license classification should be granted, the City Council shall consider the factors set forth in § 6-106 of this chapter and may impose such conditions upon the reclassification license as provided in § 6-107 of this chapter. No change of license may be allowed if, on the basis of said criteria, the Council determines that the change would be detrimental to the City.
- D. The Liquor Commission shall not be required to conduct a hearing on applications for reductions in license classification as defined in § 6-101 of this chapter. The Mayor, or their designee, may administratively approve such applications.

Chapter 32

PAWNBROKERS, AUCTIONEERS, JUNK DEALERS, AND SECONDHAND DEALERS

§ 32-101. [Ch. 32, Sec. 1] Definitions.

PAWNBROKER

- ~~A. Any person who as a part of their regular business loans money on the deposit or pledge of any personal property or thing of value, on the condition of redelivering or selling the article back again at a stipulated price.~~
- ~~B. Any person who shall pay cash advances on the consignment of merchandise to be sold.~~
- ~~C. Any person who as a part of their regular business practice shall buy pawn tickets from individuals so as to redeem and resell that merchandise.~~
- ~~D. Any person who shall as a part of their regular business renegotiate pawn loans between individuals and other pawnbrokers.~~

TRANSACTION

- A. Any sale, loan, pledge, or deposit of any personal property or thing of value between a customer and a licensee as a part of the licensee's regular business; or
- B. Any advance payment on the consignment of any merchandise between a customer and a licensee; or
- C. Any sale of pawn tickets by a customer to a licensee for the purposes of redemption and resale of the pawned merchandise; or
- D. Any renegotiation of a pawn loan by a customer and a licensee of a pawn loan between said customer and any other licensed pawnbrokersecondhand dealer; or

E. Any combination of Subsections A through D.

§ 32-102. [Ch. 32, Sec. 2] License required.

- A. It shall be unlawful for any person or entity to engage in the business of pawnbroker, auctioneer, junk dealer, or secondhand dealer without first obtaining a license from the City Clerk.
- ~~B. A license may be granted to any person who sells or intends to sell secondhand goods from a fixed location for a period exceeding 15 consecutive days in a calendar year, with the exception of pawnbrokers where a license must be held at all times when operating.~~

§ 32-103. [Ch. 32, Sec. 3] Applications; renewals.

- A. All applicants and employees for license shall provide the City Clerk and the Police Department two separate forms of identification. The applicant and employees will also submit to a mug shot and a complete set of fingerprints. Applicants and employees will submit to a complete criminal history check. Anyone who has been convicted of any felony under the laws of the State of Illinois or any other state or federal laws of the United States or of a misdemeanor for any of the offenses under the category of theft, retail theft, and deception as defined in the Illinois Criminal Code or equivalent statutes in other jurisdictions, shall not be employed or be the proprietor of a pawn, junk, or secondhand shop unless such conviction was five or more years prior to the date of application for a license and such person has been sufficiently rehabilitated to warrant the public trust. The City Clerk shall review the application of such person and make a determination of whether that person has been sufficiently rehabilitated. The City Clerk may consider the length of time that has passed between the application and any such conviction, the number of such convictions and the applicant's employment record in making such determination, and in making said decision shall receive counsel from the Chief of Police and Corporation Counsel.

§ 32-106. [Ch. 32, Sec. 6] Record book to be kept.

- A. Every licensee under this chapter shall keep and preserve a book or record legibly and accurately describing in the English language each and every article pawned, consigned, or sold and the amount of money loaned, paid, agreed to, or given for said article. Each record shall also include the time of the transaction; the name, address, telephone number, age, description, height, and weight of the person pawning, consigning, or selling the articles; and, if applicable, the number of the pawn ticket issued therefor.
- ~~B. In the event of pawning, prior to completing the transaction, a valid Illinois driver's license or two separate and valid forms of identification of the person pawning items shall be recorded along with the above information. Pawnbrokers shall also keep video records of each customer and each article pawned or purchased by video taken of the person and of the article(s) pawned. These records shall be accessible by name of the person pawning or selling the article and by the article type. The video record shall be kept by the licensee for a period of not less than 60 days.~~
- ~~C.B.~~ The records required to be kept by Subsections A and B shall be open to inspection at all reasonable times by the Police Department or the City Clerk.

§ 32-114. [Ch. 32, Sec. 14] License revocation, suspension, or nonrenewal.

- A. In addition to the imposition of fines provided in this chapter, any license may be revoked, suspended, or not renewed, after notice and hearing by the City Manager, or their

designee, for any of the following reasons:

Violation of any of the provisions of this chapter;

- (1) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;
- (2) Violation of any law or state regulation;
- (3) Failure to pay any tax, judgment, fee, or bill owed to the City of Bloomington;
- (4) Failure to provide current information regarding the ownership or location of the business;
- (5) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership as required by § 32-111; or
- (6) Revocation or suspension of any license issued pursuant to 205 ILCS 510/0.01 et seq.;
- ~~(7) Pawnbroker Regulation Act.~~

SCHEDULE OF FEES – EFFECTIVE ~~SEPTEMBER 06, 2024~~ APRIL 3, 2025

~~PAWN BROKERS, AUCTIONEERS, JUNK DEALERS, AND SECONDHAND DEALERS~~ (CHAPTER 32)

~~A. Pawnbroker, Auctioneer, Junk Dealer, and Secondhand Dealers~~

- | | |
|-----------------------------------|-------------------|
| 1. Application Fee | \$250.00 (32-102) |
| 2. License Fee – 1st Year | \$500.00 (32-103) |
| 3. License Fee – Continuous Years | \$250.00 (32-103) |

~~SOLICITORS (CHAPTER 33)~~

~~A. Solicitors~~

- | | |
|--|---------------------------|
| 1. Solicitor's Registration (per individual): | \$10.00 (33-4) |
|--|---------------------------|



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Agreement with Northwater, LLC, for Planktonic Algae Treatment, in the Amount of \$215,366.27, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of an agreement with Northwater, LLC, for the treatment of algae within the City's two reservoirs, Lake Bloomington and Evergreen Lake, in the amount of \$215,366.27. In January 2025, both reservoirs experienced an algal bloom due to low water volume, decreased flow from tributaries, increased levels of total chlorophyll, and lack of precipitation within the 70,000-acre watershed.

The Illinois Environmental Protection Agency ("IEPA") has made weekly sampling visits to both reservoirs, collecting raw water samples as well as samples of finished water, and has found that microcystin, a cyanobacteria caused by algal blooms, to be present in their sampling. The levels of microcystin are well below the level that would trigger any consumption restrictions of the finished drinking water by consumers, but the sampling efforts reflect that the level of microcystin has continued to increase week over week. According to the latest sampling results from the IEPA, microcystin levels are as follows:

Sample		microcystin (HAB)
Date	Site	(ppb / ug/L)
3/17/2025	Evergreen Lake	0.133
3/17/2025	Lake Bloomington	0.219
3/17/2025	TP01	0.070
3/10/2025	Evergreen Lake	0.126
3/10/2025	Lake Bloomington	0.273
3/10/2025	TP01	0.042
3/3/2025	Evergreen Lake	0.153
3/3/2025	Lake Bloomington	0.233

Northwater will contract with Aquatic Controls to treat both reservoirs with Cutrine Plus, an algaecide pesticide designed to reduce the level of bacteria within the water column. Cutrine Plus is a proven product in reducing the levels of microcystin, MIB and Geosmin. Aquatic Controls will use a GPS-based delivery system to disperse Cutrine Plus to 2-feet above the floor of the reservoirs, where bacteria grows in colder water. A second application will be made 7 feet from the surface and will disperse throughout the water column. The targeted area for treatment is up to 317-acres at Lake Bloomington and 308-acres at Evergreen Lake.

City staff worked with the IEPA on securing a permit to treat both reservoirs with Cutrine Plus and received the approved permits on March 20, 2025. Please see the attached permits for reference.

Northwater was selected as part of the RFQ 2022-25 for the category of Environmental services. There are six firms that were selected in this category. Staff reviewed all the proposals and selected Northwater as the most qualified for this project. Northwater was selected as the most qualified due to the following work experience:

- worked extensively throughout the area reservoirs and watershed over the years, creating the IEPA-approved Watershed Management Plan and the Source Water Protection Plan;
- successfully managed the Compliance Commitment Agreement with the IEPA for the accidental release of lime sludge into Money Creek in 2020; and
- worked on various other projects for water supply augmentation and other hydrological projects for the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Northwater, LLC, for Planktonic Algae Treatment, in the amount of \$215,366.27. If approved, a budget transfer will be processed to move \$215,366.27 from Water Mechanical Maintenance-Other Capital Project account (50100160-72620) to the Lake Maintenance-Other Professional & Technical Services account (50100140-70220) where the payment will be made. Although not budgeted, sufficient budgeted Water funds are available to cover this needed treatment. Stakeholder can locate the Water Budget in the FY 2025 Budget Book titled "Budget Overview & General Fund" beginning on page 118.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 1B Resolution](#)

[WTR 1C Resolution - Exhibit A - Agreement](#)

[WTR 1D Evergreen Lake Algaecide Permit](#)

[WTR 1E Lake Bloomington Algaecide Permit](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN AGREEMENT WITH NORTHWATER, LLC, FOR
PLANKTONIC ALGAE TREATMENT, IN THE AMOUNT OF \$215,366.27**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Northwater, LLC, be approved for Planktonic Algae Treatment (Exhibit A), in the amount of \$215,366.27 ("PROJECT"); and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") has made weekly sampling visits to both reservoirs, collecting raw water samples as well as samples of finished water, and has found that microcystin, a cyanobacteria caused by algal blooms, to be present in their sampling. The levels of microcystin are well below the level that would trigger any consumption restrictions of the finished drinking water by consumers, but the sampling efforts reflect that the level of microcystin has continued to increase week over week, causing concerns; and

WHEREAS, PROJECT consists of work necessary for the treatment of algae in the City's two drinking water reservoirs, Lake Bloomington and Evergreen Lake; and

WHEREAS, Northwater, LLC, was selected as the most qualified firm for this project from the Architectural and Engineering Professional Services RFQ #2022-25 due to the extensive experience with the City and this type of PROJECT; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Agreement.

**NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH
Northwater LLC

FOR
Planktonic Algae Treatment

THIS AGREEMENT, dated this ____ day of _____, 202__, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Northwater LLC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:

RFQ #2022-25 (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☒

This Agreement does not require the furnishment of any bonds by the VENDOR.

☐

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. 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 as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "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 an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's 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 attorney's fees (including expert witness fees).

Section 28. 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 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

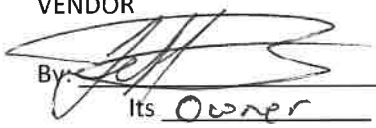
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its Owner
Northwater LLC
Jeff Boeckler

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Please see the following pages for the Northwater LLC proposal.

EXHIBIT B
COSTS/FEES

This project, including all purchases and encumbrances, shall not exceed \$215,366.27

March 20, 2025

Joseph M. Darter
Property Manager
City of Bloomington Illinois Water Department
25515 Waterside Way
Hudson, IL 61748

Ref: Planktonic Algae Treatment (HAB)

Dear Mr. Darter:

We appreciate the opportunity to assist the City of Bloomington in treating Lake Bloomington and Evergreen Lake for algae.

Should you have any questions please do not hesitate to contact Jeff Boeckler at +1.217.725.3181 or James Adamson at +1.630.742.6836. For convenience, this letter proposal and attached terms and conditions may serve as an executable agreement, in which case, the executed copies of this letter proposal shall set forth the contractual elements of this agreement between the City of Bloomington and Northwater LLC (Northwater Consulting).

Scope of Work

Activity 1.0: Lake Bloomington Algaecide Treatment – Initial Application

Northwater will subcontract with Aquatic Control Inc. to complete the initial treatment for planktonic algae control in Lake Bloomington. This will consist of one application in the upper 7ft of the water column over 318 acres of the lake or approximately 54% of the total reservoir acreage. A second application will be needed to treat the bottom 2 ft of the water column as described in Activity 2.0 below.

Northwater will be responsible for ensuring Aquatic Control provides EPA registered aquatic algaecides, certified personnel, and equipment. Product will be applied evenly to the targeted area using advanced GPS-controlled output valves to deliver 0.2 PPM Cutrine plus algaecide for the control of planktonic algae blooms.

Activity 2.0: Lake Bloomington Algaecide Treatment – Follow-up Application

Northwater will subcontract with Aquatic Control Inc to complete the full follow-up treatment for planktonic algae control. This will consist of a second application in the bottom 2 ft of the water column over 318 acres of the lake or approximately 54% of the total reservoir acreage.

Northwater will be responsible for ensuring Aquatic Control provides EPA registered aquatic algaecides, certified personnel, and equipment. Product will be applied evenly to the targeted area using advanced GPS-controlled output valves to deliver 0.2 PPM Cutrine plus algaecide for the control of planktonic algae blooms.

Activity 3.0: Evergreen Lake Algaecide Treatment – Follow-up Application

Northwater will subcontract with Aquatic Control Inc. to complete a follow-up treatment for planktonic algae control in Evergreen Lake. This will consist of one application in the upper 7ft of the water column over 308 acres of the lake (approximately 37% of the total reservoir acreage) and a second application to treat the bottom 2 ft of the water column.

Northwater will be responsible for ensuring Aquatic Control provides EPA registered aquatic algaecides, certified personnel, and equipment. Product will be applied evenly to the targeted area using advanced GPS-controlled output valves to deliver 0.2 PPM Cutrine plus algaecide for the control of planktonic algae blooms.

Activity 4.0: Follow-up Algae Sampling and Monitoring

Northwater will oversee follow-up monitoring by Aquatic Control. Sampling will occur at four locations (both lakes) within the algaecide treatment zone for both surface water and benthic scrape samples. Samples will be shipped overnight to their laboratory and analyzed for algal species identification and enumeration as needed based on taste and odor (T&O) data in raw water. Sampling events are recommended when raw water levels of T&O exceed the approximate human detection threshold of 10 ng/L. Sampling will be utilized to evaluate lake conditions and inform any additional applications that may be needed.

Activity 5.0: General Consulting

This task is included in the event that follow-up support or consulting is requested or necessary related to the algae treatment program.

Schedule

The duration of this project will depend on timing of contract award and availability of City staff to support the project. Northwater will work closely with Aquatic Control to complete Activity 1.0 immediately following delivery of the algaecide. Activities 2.0, 3.0 and 4.0 will be completed following Activity 1.0 when approval to proceed is granted by the City of Bloomington.

Budget

The project fee for the scope of work described is detailed in the table below.

Activity	Description	Fee
1	Lake Bloomington Algaecide Treatment – Initial Application (lump sum)	\$49,998.80
2	Lake Bloomington Algaecide Treatment – Follow-up Application (lump sum)	\$51,075.00
3	Evergreen Lake Algaecide Treatment – Follow-up Application (lump sum)	\$98,858.41
4	Follow-up Algae Sampling and Monitoring (lump sum)	\$3,434.06
Subtotal		\$203,366.27
5	General Consulting (time and materials and optional)	\$12,000.00
Grand Total		\$215,366.27

*Fees include contract management and administrative costs

An upfront payment representing 30% of the activity budget is required prior to completing lake applications for mobilization and product procurement. The remaining 70% will be billed upon successful completion of the Activity.

Any out of scope and supplemental consulting and associated expenses will be billed monthly based on Northwater's billing rate schedule.

Miscellaneous Contractual Items

Results of treatment are expected to be short-term resulting in the potential need for treatments multiple times per season. Additional treatments can be completed for the same price as this proposal.

This proposal is valid for a maximum period of 6-months. During this time, Northwater shall notify the City if anything changes that may affect the ability of Northwater to execute this project as proposed.

Northwater reserves the right to delay work, withhold results and deliverables resulting from subsequent payment delays. Delayed payments may also affect the project schedule. Payment terms are 30-days.

This document and the included terms and conditions represents an agreement and understanding between the City of Bloomington and Northwater Consulting. This agreement, and all questions relating to its formation, validity, interpretation and performance, shall be governed by the laws of the State of Illinois, USA.

If the terms of this agreement and conditions are found to be satisfactory, please sign this proposal and agreement in the space provided below and return one scanned copy to our office via email. If you have any questions, do not hesitate to call with any questions that you may have. Jeff can be reached at +1.725.3181 or by email at jeff@northwaterco.com. James can be reached at +1.630.742.6836 or by email at james@northwaterco.com.

Sincerely,
Northwater LLC



Jeff Boeckler
Principal



James K. Adamson, PG
Principal Geoscientist

Accepted For:
City of Bloomington

By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **The Agreement.** The Agreement between the parties, which shall describe and govern Client's engagement of Consultant to provide services (Services) in connection with the project (Project) identified in the proposal (Proposal), consists of the Proposal, these terms and conditions, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be amended or modified by mutual written agreement.

2. **Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, Consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. **Site Access and Conditions.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant shall not be responsible for the supervision or health and safety precautions for any parties, including Client, Client's contractors, subcontractors, or other parties present at the site. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

4. **Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client, and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. **Investigative Derived Waste.** Client acknowledges that contaminated drill cuttings, sample spoils, wash water, purge water and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal unless stated otherwise in the proposal.

6. **Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to

reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services and Consultant's performance of testing and observation services shall not relieve any party in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor.

7. **Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and procedures. Client agrees that all reports, or other material furnished to Client or his agents for which Client has not paid will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

8. **Project Changes.** In the event Client, the Project owner, or other party makes any changes in the plans and specifications that would affect Consultants work and/or work product, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant written consent for such changes.

9. **Termination.** This Agreement may be terminated for no cause by either party upon written notice. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

10. **Risk Allocation and Limitation of Liability.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND ALL OTHER PARTIES FOR ALL SERVICES (PAST, CURRENT AND FUTURE) IN RELATION TO THE PROJECT, IS LIMITED TO \$250,000 FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANTS SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANTS COMMERCIAL GENERAL LIABILITY POLICY. CLIENT AGREES TO INDEMNIFY AND DEFEND CONSULTANT FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED ABOVE. CLIENT AGREES THAT IN NO INSTANCE SHALL CONSULTANT BE RESPONSIBLE, IN TOTAL OR IN PART, FOR THE ERRORS OR OMISSIONS OF ANY OTHER PROFESSIONAL, CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PARTY.

CLIENT ALSO AGREES THAT CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, PROCEDURES PERFORMANCE OR SAFETY OF THE CONSTRUCTION CONTRACTORS OR SUBCONTRACTORS, OR FOR THEIR ERRORS OR OMISSIONS.

11. **Aquifer Contamination.** Client acknowledges that it is impossible for Consultant to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client agrees to defend, indemnify and save

TERMS AND CONDITIONS

Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

12. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the state having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance; (ii) commercial general liability insurance; (iii) automobile liability insurance policies; and (iv) professional liability insurance. Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage. No insurance, carried by Consultant, shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project.

13. Indemnity. Client agrees to hold harmless, indemnify and defend Consultant, and its affiliates and subcontractors, and each of their employees, officers, directors and agents, against all claims, suits, fines and penalties, including attorneys fees and other costs of settlement and defense, which such liabilities arise out of or are related to this Agreement or the Services, except to the extent that they are caused by Consultant's negligent or willful misconduct.

14. Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

15. Resolution of Disputes. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. After which all claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted, upon written request, by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. If a dispute cannot be settled through mediation as set forth above, then such dispute, involving amounts less than \$100,000, shall be decided by the Dispute Resolution Board, or any other appropriate rules upon which the parties may agree following termination of mediation. The date of termination of mediation shall be the date of written notice of closing mediation proceedings issued by the mediator to each of the parties. The award rendered, if any, by the arbitration shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Consultant's Services, whichever date shall occur earlier. All mediation or arbitration shall take place in the principal State and County of the Project, unless Client and Consultant agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

16. Assigns. Neither Client nor Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party. This Agreement shall inure only to the benefit of the parties hereto, and no third party shall have any rights hereunder. Each party binds itself, its partners, successors, executors, administrators and assigns.

17. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities shall survive the termination of this agreement for any cause.

19. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Consultant's payment terms are net 30 days. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, the Client agrees that Consultant shall have the right to consider such default in payment a material breach of the entire Agreement, and upon written notice, the duties, obligations and responsibilities of Consultant under this Agreement may be suspended or terminated. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all staff time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount.

If Client or Consultant should become bankrupt or make an assignment for the benefit of creditors, Consultant, or trustee in bankruptcy, shall be paid the reasonable value of all work theretofore performed, and the obligation of all parties under the Agreement shall thereupon terminate. In determining reasonable value under this paragraph, the Agreement price shall be deemed reasonable.

20. Disclaimer: The services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultants performance of its services hereunder.

Additionally, this information was gathered by Consultant subject to the budgetary, time and other constraints of the Client during a limited investigation of the site. All statements and conclusions contained in any report and/or other information supplied are necessarily limited to the particular portions of the site actually investigated by Consultant.

21. Services. Consultant provides its services on a professional fee basis. Should we be required to provide services on a craft or prevailing wage basis renegotiating of costs will be required.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JAMES JENNINGS, ACTING DIRECTOR

217/782-1724

March 20, 2025

Joseph M. Darter, Property Manager
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

Re: City of Bloomington (McLean County - 1130200) Evergreen Lake
Aquatic Pesticide Permit No. **1026-FY2025**

Dear Mr. Darter:

This permit is issued to the City of Bloomington. The application company, who will be responsible for the aquatic pesticide application, is Aquatic Control and their employees.

This permit is issued for the application of aquatic pesticide described below, in accordance with 35 Ill. Adm. Code, Subtitle C: Water Pollution, Section 302.210; the Environmental Protection Act, Title III, Section 12 and 13 and Title X, Section 39 and 40, and is subject to the conditions printed below:

1. Name and amount of aquatic pesticide to be applied:
Cutrine Plus – 2,218 gallons
2. Name of Waters of the State to be treated:
Evergreen Lake
3. Time and frequency of treatment: The aquatic pesticide named in Condition 1 above shall not be applied before March 21, 2025 nor after November 1, 2025, and shall not be applied in excess of the amount given in Condition 1 above.

This permit is valid for 11 independent treatments for the period stated above.

4. All treatment shall be carried out at the location shown and as described in the documentation submitted in the application for the Aquatic Pesticide Permit, a copy of which documentation, consisting of two pages, is attached to this permit and labeled as "Exhibit A".
5. In the event of an incident which results in the application of the approved aquatic pesticide in a concentration or to an area substantially different from that described in this permit, the Division of Public Water Supplies shall be notified as soon as possible. Telephone contact may be made at the following numbers: Champaign Regional Office 217-278-5800 or Division Headquarters (217) 782-1724 during working hours and (217) 782-3637 after working hours, on weekends and holidays.

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
115 S. LaSalle Street, Suite 2203, Chicago, IL 60603
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000

595 S. State Street, Elgin, IL 60123 (847) 608-3131
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

City of Bloomington, IL1130200
Aquatic Pesticide Permit
Page #2

6. Within thirty (30) days following the final application of aquatic pesticide, a report letter shall be submitted to this Agency which contains the following information: names and addresses of the applicant and applicator; Aquatic Pesticide Permit Number; date aquatic pesticide was applied; name and amount of aquatic pesticide applied; and a report of any occurrence as described in Condition 6 above, along with a chronology of the steps taken to correct the situation and notify the Agency and downstream water supplies.



Chris Johnston, P.E.
Manager, Permit Section
Division of Public Water Supplies

CJ: GAZ

cc: Champaign Regional Office



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397
JB PRITZKER, GOVERNOR **JAMES JENNINGS, ACTING DIRECTOR**

217/782-1724

March 20, 2025

Joseph M. Darter, Property Manager
 City of Bloomington
 109 E. Olive St.
 Bloomington, IL 61701

Re: City of Bloomington (McLean County - 1130200) Lake Bloomington
 Aquatic Pesticide Permit No. **1027-FY2025**

Dear Mr. Darter:

This permit is issued to the City of Bloomington. The application company, who will be responsible for the aquatic pesticide application, is Aquatic Control and their employees.

This permit is issued for the application of aquatic pesticide described below, in accordance with 35 Ill. Adm. Code, Subtitle C: Water Pollution, Section 302.210; the Environmental Protection Act, Title III, Section 12 and 13 and Title X, Section 39 and 40, and is subject to the conditions printed below:

1. Name and amount of aquatic pesticide to be applied:
 Cutrine Plus – 2,282 gallons
2. Name of Waters of the State to be treated:
 Lake Bloomington
3. Time and frequency of treatment: The aquatic pesticide named in Condition 1 above shall not be applied before March 21, 2025 nor after November 1, 2025, and shall not be applied in excess of the amount given in Condition 1 above.

This permit is valid for 11 independent treatments for the period stated above.

4. All treatment shall be carried out at the location shown and as described in the documentation submitted in the application for the Aquatic Pesticide Permit, a copy of which documentation, consisting of two pages, is attached to this permit and labeled as "Exhibit A".
5. In the event of an incident which results in the application of the approved aquatic pesticide in a concentration or to an area substantially different from that described in this permit, the Division of Public Water Supplies shall be notified as soon as possible. Telephone contact may be made at the following numbers: Champaign Regional Office 217-278-5800 or Division Headquarters (217) 782-1724 during working hours and (217) 782-3637 after working hours, on weekends and holidays.

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 115 S. LaSalle Street, Suite 2203, Chicago, IL 60603
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 2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
 412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
 4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

City of Bloomington, IL1130200
Aquatic Pesticide Permit
Page #2

6. Within thirty (30) days following the final application of aquatic pesticide, a report letter shall be submitted to this Agency which contains the following information: names and addresses of the applicant and applicator; Aquatic Pesticide Permit Number; date aquatic pesticide was applied; name and amount of aquatic pesticide applied; and a report of any occurrence as described in Condition 6 above, along with a chronology of the steps taken to correct the situation and notify the Agency and downstream water supplies.



Chris Johnston, P.E.
Manager, Permit Section
Division of Public Water Supplies

CJ: GAZ

cc: Champaign Regional Office



REGULAR AGENDA ITEM NO. 9.B.

FOR COUNCIL: March 24, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements, and Authorizing City Staff to Negotiate an Agreement with Rowe Construction, A Division of United Contractors Midwest, for the FY 2026 General Street Resurfacing Program, as requested by the Engineering Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 4d. Improved neighborhood infrastructure

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

BACKGROUND: The Department will present the current condition of the street system and recommendations for the FY 2026 General Resurfacing Program and Pavement Preservation Program. The presentation will be provided at the meeting and will be made available at www.bloomingtonstreets.com.

If approved, the Resolution would authorize the City to waive the technical bidding requirements and negotiate a contract with Rowe Construction, A Division of United Contractors Midwest (UCM), for the FY 2026 General Street Resurfacing Program. UCM is the company in McLean County capable of performing all the required operations and staff would bring the negotiated contract for Council approval.

Information about City streets is maintained in a Geographic Information System (GIS) by the Department of Operations and Engineering. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The negotiated contract will return to Council for approval and the financial impact will be finalized at that time. Stakeholders can locate information on the FY 2026 General Resurfacing and Pavement Preservation Programs in the FY 2026 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 70 through 72, 159, and 210 through 212.

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant City Engineer

ATTACHMENTS:

[ENG 1B Resolution](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS,
AND AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT WITH ROWE
CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FY 2026
GENERAL STREET RESURFACING PROGRAM**

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

WHEREAS, streets for resurfacing have been identified for Fiscal Year 2026; and

WHEREAS, Rowe Construction – A Division of United Contractors Midwest (“UCM”) has historically been the sole bidder on this annual contract; and

WHEREAS, it is anticipated UCM would be the sole bidder if the project were subject to a competitive bid; and

WHEREAS, City staff believe that a better end product will be achieved through utilizing the bid waiver process and direct negotiations with UCM; and

WHEREAS, UCM will be able to more accurately bid the work because they will have fewer uncertainties and UCM’s prior experience and depth of knowledge about resurfacing will provide an opportunity for them to make recommendations on how the work can be accomplished in a more efficient manner; and

WHEREAS, direct negotiations with UCM will expedite the commencement of work; and

WHEREAS, City Council find it in the best interest of the City to approve City staff to negotiate an agreement with Rowe Construction for the FY 2025 General Street Resurfacing Program.

NOW THEREFORE, BE IT RESOLVED 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. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 24th day of March 2025.

APPROVED this ____ day of March 2025

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk