

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JANUARY 23, 2023



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JANUARY 23, 2023, 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. 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.

6. Recognition/Appointments

- A. Proclamation for Health for Humanity Yogathan, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

7. 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 December 12, 2022, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve the Minutes of the January 9, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and Action to Approve Bills and Payroll in the Amount of \$9,533,476.57, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and Action to Approve the Purchase of Tyler MUNIS Annual Software Licensing Maintenance with Tyler Technologies in the Amount of \$109,860.45, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action on a Federal Lobbying Professional Services Agreement

with Thorn Run Partners for the City for a Three-Year Period Beginning on February 1, 2023, as requested by the Administration Department. (*Recommended Motion: The proposed Agreement be approved.*)

- F. Consideration and Action on an Ordinance Approving a Utility Agreement for the Extension of Sewer and Water Mains and for the Provision of Sewer and Water Services between the City of Bloomington and TKnTK, LLC, as requested by the Public Works Department and the Economic & Community Development Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- G. Consideration and Action on an Ordinance Approving the Preliminary Plan for HDI Subdivision for the Property Generally Located Near the Intersection of E. Hamilton Road and Bunn Street, Consisting of 40.92 Acres More or Less, PINs: 21-15-152-010, 21-15-151-018, 21-15-102-005, 21-15-102-006 and 21-15-151-020, as requested by the Economic & Community Development Department. (*Recommended Motion: The proposed Ordinance be approved.*)

8. Regular Agenda

- A. Consideration and Action on a Resolution Approving the Fiscal Year 2024 John M. Scott Health Care Trust Grant Awards and Programmatic Agreements, in the amount of \$712,364.68 for Category I and II Grants, as requested by the Economic & Community Development Department. (*Recommended Motion: The proposed Resolution be approved.) (Presentation by William Bessler, Grants Coordinator, and Karen Stipp, John M. Scott Health Care Commission Chairperson, 10 minutes; and City Council Discussion, 5 minutes.)*
- B. Consideration and Action on a Resolution Adopting the City Council Retreat Final Report Identifying Strategic Priorities and Associated Milestones as Compiled by Strategic Government Resources, as requested by the Administration Department. (*Recommended Motion: The proposed Resolution be adopted.) (Presentation by Billy Tyus, Deputy City Manager, 3 minutes; and City Council Discussion, 5 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

- A. Claim Settlement - Section 2(c)(12) of 5 ILCS 120 (15 min.)

14. 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. 6.A

FOR COUNCIL: January 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Health for Humanity Yogathan, 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 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

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 2B Proclamation](#)



*Mayoral Proclamation
In Recognition of the Health for Humanity Yogathan
Organized by Hindu Swayamsevak Sangh USA
January 14 to 29, 2023*

WHEREAS, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing; and

WHEREAS, SURYA NAMASKAR (SUN Salutation) is a traditional yogic practice combining a sequence of postures with breathing exercises that provides the key health benefits of YOGA in a very succinct package; and

WHEREAS, HINDU SWAYAMSEVAK SANGH, or HSS, is a nonprofit charitable organization with over 235 branches in 164 cities and in 34 states including Illinois, through which it conducts a Hindu values education program for the Hindu families, and community service activities such as food drives, providing hot meals to shelters and other Sewa ("Service") activities in several cities across USA; and

WHEREAS, HSS is conducting the 18th consecutive annual awareness program Health for Humanity which is a nationwide effort to promote friendship, mutual understanding and good health among multi-cultural and diverse members of the community; and

WHEREAS, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathan; and

WHEREAS, The Health for Humanity program will be conducted January 14-29, 2023, and will be free and open to all people, for learning a unique set of yoga postures called Surya Namaskar. YOGA enthusiasts and local organizations are participating in this event.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington do hereby, proclaim January 14-29, 2023 as HEALTH FOR HUMANITY YOGA AWARENESS PERIOD in Bloomington and urge residents to join Health for Humanity Yogathan.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: January 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the December 12, 2022, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT 12122022 City Council Minutes](#)



**MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, DECEMBER 12, 2022, 6:00 P.M.**

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, December 12, 2022. 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
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Julie Emig	Council Member, Ward 4	Absent
Nick Becker	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

City Manager Tim Gleason participated remotely due to a COVID exposure.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Jackie Beyer and Scott Stimeling spoke in person.

Recognition/Appointments

No Recognitions or Appointments were made.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Crabill, to approve the Consent Agenda with the exception of Item 7.F.

Item 7.A. Consideration and action to Approve Bills and Payroll in the Amount of \$14,605,891.10, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and action for the Purchase of the Annual Kronos Timekeeping Solution/Dimension and Workforce Telestaff Subscription, Implementation, and Software as a Service utilizing U.S. Communities Agreement #18220, in the Amount of \$116,208.00, as requested by the Information Technology Department, and the Human Resources Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.C. Consideration and action to Approve a Three -Year Intergovernmental Agreement with the Ecology Action Center (EAC) for a Solid Waste Program, in the Amount of \$65,564 for FY 2024 (Calendar 2023), with a Maximum Three Percent Increase in FY 2025 (Calendar 2024) and FY 2026 (Calendar 2025), as requested by the Public Works Department. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)

Item 7.D. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to Increase the Continuum of Care (CoC) Budget by \$1,440.00, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.E. Consideration and action on an Ordinance Approving a Special Use Permit for a Two-Family Dwelling in the R-1C (Single-Family Residence) District for the Property Located at 1305 Bunn Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.F. was pulled from the Consent Agenda by Council Member Walch.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Items Pulled from the Consent Agenda

The following item was presented:

Item 7.F. Consideration and action on a Request from Ralben, Inc. d/b/a Cadillac Jack's, located at 1507 S. Main Street, for a Redefinition of Premises for Their Class TAPS (Tavern, All Types of Alcohol, Packaged and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Council Member Walch and Mayor Mwilambwe discussed a statement made by Mr. Bentley, Owner of Cadillac Jacks. The two then discussed the license revocation process. Mayor Mwilambwe provided a brief overview of the steps Mr. Bentley had taken to ensure open communication with neighbors. He also noted the compromise the Commission and Mr. Bentley had agreed to. Council Member Walch expressed interest in amending the proposed condition so that live outdoor music ceased at 10:00 p.m. Council Member Walch and Jeff Jurgens, Corporation Counsel, discussed procedural options and liquor license renewal processes. Amanda Stutsman, Deputy City Clerk, confirmed that all license holders, including Cadillac Jacks, had to apply to renew their license every November in order to have a license in the upcoming year. She stated that staff could review compliance with conditions at that time.

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Becker, Urban, Ward, Crabill, Crumpler

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and action on: (1) an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, for the City of Bloomington in the Amount of \$22,320,384; and (2) an Ordinance Levying Taxes for the City of Bloomington - Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, in the amount of \$6,270,600, as requested by the Finance Department.

City Manager Tim Gleason provided a brief overview of the Item and highlighted that \$1.4 million of the City's levy would be dedicated to pension funds.

Scott Rathbun, Finance Director, discussed the tax levy noting it was the only funding source for the Bloomington Public Library ("BPL"). He then discussed revenue sources available to the City and explained the City's tax levy would evenly split the \$1.4 million between Police and Fire Pensions to further deplete the pension deficit.

Jeanne Hamilton, Library Director, reported that the BPL's tax levy would increase to \$402,815. She reminded Council of the approved \$14.2 million Library expansion and remodel, which had an approx. \$1,085,000 annual debt service. She explained the project required an increase in the levy of \$235,000 and noted increase would allow the BPL to capture an additional \$167,815 in revenue to assist with the BPL's operating budget.

Mr. Rathbun presented the 2022 tax levy breakdowns compared to the past three years highlighting the overall decrease in rate.

Council Member Crabill discussed the importance of fully funding first responder's pensions and compared the Town of Normal's decision to not impose a tax levy and instead use other avenues to fund pensions. He made other comparisons with the Town and discussed future opportunities. He pointed out the minimal amount each household would have to contribute if the BPL tax levy was approved and provided examples of how the BPL had been fiscally responsible in their efforts to reduce the impact on residents. He and Mrs. Hamilton then discussed programming and resources available to residents with a free library membership. He further supported the investment in the BPL.

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

Council Member Ward stated her support in of the Item and supporting first responders. She discussed multiple benefits access to libraries provided including a plethora of resources, as well as a safe, warm place to go or meet others. She further expressed support in favorable financing rates that boosted City reserves.

Council Member Walch expressed his opposition to the tax levy. He asked Jeff Jurgens, Corporation Counsel, how the two proposed Ordinances could be approved together while the public hearings were held separately.

Mr. Jurgens asked Council Member Ward, motioner, and Council Member Crumpler, seconder, to confirm if their intent was to approve both Ordinances. Both confirmed.

Council Member Walch and Mr. Jurgens discussed procedure further. Council Member Walch discussed other forms of revenue that could fund first responder pensions. They then discussed how inflation affected last year's surplus, as well as the Resolutions in Item 8.B. Mr. Rathbun confirmed that Item 8.B. had no impact on property taxes.

Council Member Walch made a motion, seconded by Council Member Montney, to amend Council discussion time by 10 minutes

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Walch, Boelen, Montney, Becker, Crabill, Crumpler

Motion carried.

Council Member Montney made comparisons to the 2016 City Budget in that resident costs were \$2,306 versus \$3,436 per resident in 2022. She recommended that alternative resources be used to fully fund first responders' pension. Mr. Rathbun explained that capital projects had affected budgets but, that when removed, per resident costs normalized.

Council Member Becker agreed that Council had set a goal to fully fund the pension funds at the recent Council Retreat, but that he believed alternative funding options should be sought. He and Council Member Walch stressed that voting against the Item did not mean they were against funding pensions. He expressed confidence that the Finance Department finding to locate alternate sources.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Urban, Ward, Crabill, Crumpler

NAYES: Walch, Montney, Becker

Motion carried.

The following item was presented:

Item 8.B. Consideration and action to Approve Two Resolutions Abating Property Taxes Totalling Approximately \$7,336,503, including: (1) a Resolution Abating All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) a Resolution Abating Tax Levy for Rent Payable Under Lease Agreement Between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the Expansion of the Parking Garage, as requested by the Finance Department.

City Manager Gleason provided a brief background on the Item.

Scott Rathbun, Finance Director, explained the need for abatements and the legal requirement to formally state that property taxes for debt service and rental payments are not paid by tax levies.

Council Member Boelen made a motion, seconded by Council Member Crabill, to approve the Item as presented.

Council Member Boelen asked for clarification on the source of funding. Mr. Rathbun stated the Item declared that the City would find revenue sources other than tax levies and explained why abatement figures don't always match budget amounts.

Council Member Crabill asked if abatements encouraged investors to invest in bonds. Mr. Rathbun explained that abatements don't impact investors, but they do prove that the City was in compliance with the original documentation.

Council Member Walch asked for additional information. Mr. Rathbun explained that the original documentation provided stated that the City would make debt payments from levy funds, but that the proposed Resolutions updated said language, promising to pay the debts from funds other than tax levies without going into debt.

Council Member Walch And Mr. Rathbun then discussed previous levies and how the Arena and Bloomington Center for Performing Arts ("BCPA") were funded by sales taxes rather than property taxes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Boelen made a motion, seconded by Council Member Crabill, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

The following item was presented:

Item 8.C. Presentation and Discussion of the Public Works' 2022 Roadwork Wrap-Up, as requested by the Public Works Department.

City Manager Gleason introduced the Item. He stated that the presentation had been given annually since 2018, reporting project progress and Public Works Roadwork updates. He recognized various contractors, unions, and staff that had been involved throughout the year.

Kevin Kothe, Public Works Director, acknowledged Public Works Department staff, as well as multiple contractors who completed work. He reminded the community where to locate project updates on the City's website. He presented slides with photos and videos of projects including road resurfacing, pavement patching, and sidewalk replacement. He discussed various tests and new technology used to make streets last longer, and went through the steps involved in each type of replacement/repair.

City Manager Gleason stressed the City's pledge and dedication to complete street and sidewalk projects. He noted that, per Council's direction, staff strive to complete even more projects in 2023.

Council Member Montney shared statistics and research she had conducted regarding projects completed in 2022 She and Mr. Kothe discussed the life of streets and how they varied depending on a variety of factors.

Mayor Mwilambwe commented to the Pavement Preservation Program aiding in extending road life.

Council Member Montney and Mr. Kothe then discussed sink holes, and work completed in-house versus being contracted out.

Council Member Crumpler shared a sewer repair situation reported to him and commended the Public Works Department's actions.

Mayor Mwilambwe noted remembering a time when Council didn't allocate many funds to streets and sidewalk projects. He expressed appreciation for Mr. Kothe and his staff.

Council Member Walch pointed out that more funding, meant more projects being completed. He asked Mr. Kothe about local preference. Mr. Kothe explained that the upcoming resurfacing project was funded through the Americans Rescue Plan Act ("ARPA") and that because of that, the local preference policy didn't apply.

City Manager's Discussion

City Manager Gleason reported having had a direct COVID exposure and as a result, had elected to attend remotely. He discussed multiple upcoming Downtown events and recognized five new staff members. He reminded the community the next Council meeting would be on January 9, 2023. He wished Council and the community Happy Holidays.

Mayor's Discussion

Mayor Mwilambwe wished the community Happy Holidays.

Council Member's Discussion

Council Member Crabill recognized multiple Items that were approved on the Consent Agenda and discussed how they benefited the community.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Becker, to adjourn the meeting.

Motion carried (viva voce).

The meeting adjourned at 7:30 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.F

ROUTING January 23, 2023

PUBLIC IMPACT: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the January 9, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GOALS/INTERESTED PARTIES CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN U.S. PLAN FINDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B 01092023 DRAFT City Council Minutes](#)



**MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JANUARY 9, 2023, 6:00 P.M.**

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, January 9, 2023. 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
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Julie Emig	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Mayor Mwilambwe welcomed Council Member Emig back after a period of absence.

Public Comment

Mayor Mwilambwe read a statement of public comment procedure. No emailed public comment was received. The following individuals spoke in-person: (1) Jackie Beyer; (2) Gary Lambert; (3) Liz Pierce; and (4) Scott Stimeling.

Recognition/Appointments

The following item was presented:

Item 6.A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Brennan Burns upon Completion of the Probationary Period, as requested by the Police Department.

Police Chief, Jamal Simington, recognized Officer Brennan Burns for completion of his Bloomington Police Officer probationary period. He provided a brief background on Officer Burns and then presented him with his Commission Certificate.

Consent Agenda

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

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

Item 7.A. Consideration and Action to Approve the Minutes of the November 21, 2022, Special City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve the Minutes of the November 28, 2022, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.C. Consideration and Action to Approve Bills and Payroll in the Amount of \$14,320,737.35, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.D. Consideration and Action to Approve a Purchase Order with Dell, Inc. for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in the Amount of \$224,255.27, from the State of Illinois Department of Innovation and Technology Joint Purchasing Contract, as requested by the Information Technology Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.E. Consideration and Action to Approve the Purchase of a 2023 Ford F -450 with Service Body, from Morrow Brothers Ford, in the Amount of \$ 88,205.00, utilizing the State of Illinois Contract, as requested by the Public Works Department, N/A. (Recommended Motion: The proposed Purchase be approved.)

Item 7.F. Consideration and Action to Approve the Purchase of a 2023 Ford F-250, from Morrow Brothers Ford, in the Amount of \$49,990.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.G. Consideration and Action to Approve the Purchase of One (1) Ford F-350 Service Body Truck, in the Amount of \$ 76,738.00 and One (1) Ford F-350 Service Body Truck, in the Amount of \$79,360.00, from Morrow Brothers Ford, for a Total of \$156,098.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Auction of the two vehicles be approved.)

Item 7.H. Consideration and Action to Approve the Purchase of a 2023 Ford F-250, from Morrow Brothers Ford, in the Amount of \$56,488.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department, and the Fire Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.I. Consideration and Action to Approve the Purchase of Two (2) Ford F-350s, from Morrow Brothers Ford, in the Amount of \$63,448.00 Each, for a Total of \$126,896.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department, N/A. (Recommended Motion: The Proposed Purchase and Disposal be approved.)

Item 7.J. Consideration and Action to Approve the Purchase of a 2023 Ford F-350 with Service Body, from Morrow Brothers Ford, in the Amount of \$68,047.00 utilizing the IL State Joint Purchasing Contract, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.K. Consideration and Action to Approve an Intergovernmental Agreement with the County of McLean for Booking Fees in the Amount of \$27,720, as requested by the Police Department. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)

Item 7.L. Consideration and Action to Approve an Ordinance Accepting Ownership of the Real Estate Located at 308 West Stewart Street, Bloomington, Illinois, and Conveying Said Real Estate to Habitat for Humanity, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.M. Consideration and Action to Approve Updates to the John M. Scott Health Care Commission's Grants Program Policies and Procedures, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Policies and Procedures be approved.)

Item 7.N. Consideration and Action on an Application from Around the Corner, Inc., d/b/a DR McKay's Bar & Grill, located at 909 N. Hershey Rd., Unit 2, requesting Approval of a Change of Ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The Change of Ownership be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action to Approve a Contract for the Police Benevolent and Protective Association (Sergeants and Lieutenants), as requested by the Human Resources Department.

Billy Tyus, Deputy City Manager, discussed the union contract negotiations process. He explained that the four-year contract had retroactive pay increases for each year, a \$1,000 signing bonus, and updated leave time that aligned the contract with other union agreements. He discussed a few other details and reported that multiple key Police and Human Resource Department staff had been part of negotiations along with representatives from the Police Benevolent and Protective Association.

Council Member Crabill made a motion, seconded by Council Member Boelen, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

City Manager's Discussion

Deputy City Manager Tyus discussed multiple upcoming Downtown events and encouraged local businesses to apply for the 2023 Outdoor Farmer's Market season.

Mayor's Discussion

Mayor Mwilambwe wished everyone a Happy 2023 and again, welcomed Council Member Emig back.

Council Member's Discussion

Council Member Crabill recognized Consent Agenda Item 7.L. He was grateful that the City would be able to demolish a dilapidated structure and donate the property to Habitat for Humanity eventually creating a new home for a family in the community.

Executive Session

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The Meeting Adjourned at 6:23 p.m.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: January 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$9,533,476.57, 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 \$9,533,476.57 (Payroll total \$2,842,774.44, Accounts Payable total \$5,886,113.51, Bank Transfers total \$804,588.62).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
1/13/2023	\$ 2,305,104.45	\$ 537,669.99	\$ 2,842,774.44

Off Cycle Adjustments

PAYROLL TOTAL			PCARDS
ACCOUNTS PAYABLE (WIRES)			Date Range
Date	Bank	Total	PCARD TOTAL
1/23/2023	AP General	\$ 4,683,418.48	
	AP JMScott		
1/23/2023	AP Comm Devel	\$ 59,820.63	
1/23/2023	AP IHDA	\$ 45,097.00	
1/23/2023	AP Library	\$ 101,308.68	
	AP MFT		
1/5/23-1/13/23	Out of Cycle	\$ 996,468.72	
12/1/22-1/10/23	AP Bank Transfers	\$ 804,588.62	
	AP TOTAL	\$ 6,690,702.13	

GRAND TOTAL	\$ 9,533,476.57
-------------	-----------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: January 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Tyler MUNIS Annual Software Licensing Maintenance with Tyler Technologies in the Amount of \$109,860.45, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City began using the Tyler/MUNIS platform in 2009. The platform provides critical software and solutions for all City departments. The City began the analysis of migrating the platform to the Tyler SaaS-hosted environment in early 2022. During the analysis, the annual maintenance renewal became due, and Tyler allowed deferment of payment until a hosting decision on the platform could be made.

On October 24th, 2022, Council approved migration of these services to the Tyler SaaS-hosted environment. Once the contract was executed, prorated costs were calculated for April 1 - November 1, 2022 when the City was not under an active license. Staff requests approval utilizing a limited source justification based on the previous capital investment and to continue use of the software as it serves a long-term operational need.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2023 Budget under the Information Technology-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 164.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Tyler FY2023 Invoice_Redacted](#)



Remittance:
Tyler Technologies, Inc.
(FEIN [REDACTED])
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-371437	04/01/2022	1 of 3

RECEIVED
Date: 5/1/2022 - 4/30/2023
Name: [REDACTED]
Comments: 10011610-70530-300045

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

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

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

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED]	169842		USD	NET45	05/16/2022

Date	Description	Units	Rate	Extended Price
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,600.00	4,600.00
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,072.24	4,072.24
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	23,456.08	23,456.08
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	5,336.27	5,336.27
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	3,225.22	3,225.22
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,984.41	4,984.41
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,984.41	4,984.41
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	7,036.83	7,036.83
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	3,225.22	3,225.22
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	6,450.43	6,450.43
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	2,932.03	2,932.03
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,837.81	4,837.81
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	8,144.48	8,144.48
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	4,837.81	4,837.81
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	1,612.61	1,612.61
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	3,371.83	3,371.83
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	6,890.23	6,890.23
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	9,382.45	9,382.45
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 01/May/2022, End: 30/Apr/2023	1	5,864.02	5,864.02



Remittance:
Tyler Technologies, Inc.
(FEIN) [REDACTED]
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-371437	04/01/2022	3 of 3

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

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

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

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED]	169842		USD	NET45	05/16/2022
Date	Description	Units	Rate	Extended Price	

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

Subtotal	217,638.92
Sales Tax	0.00
Invoice Total	217,638.92



Remittance:
Tyler Technologies, Inc
(FEIN [REDACTED])
P.O. Box 203556
Dallas, TX 75320-3556

Credit Memo

Invoice No	Date	Page
045-400751	11/18/2022	1 of 2

RECEIVED
DATE: 5/11/2022-4/30/2023
NAME: [REDACTED]
CITY: [REDACTED]
16011010-70530-300545

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



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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED] MAIN - MAIN	182112		USD	NET45	01/02/2023

Date	Description	Units	Rate	Extended Price
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	(1,916.65)	1,916.65
	TYLER FORM PROCESSING SUPPORT	1	(1,696.75)	1,696.75
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	(9,773.35)	9,773.35
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	(2,223.45)	2,223.45
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	1	(1,343.85)	1,343.85
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	(2,076.85)	2,076.85
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	(2,076.85)	2,076.85
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	(2,932.00)	2,932.00
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	(1,343.85)	1,343.85
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	(2,687.70)	2,687.70
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	(1,221.70)	1,221.70
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	(2,015.75)	2,015.75
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES	1	(3,393.55)	3,393.55
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	(2,015.75)	2,015.75
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	(671.90)	671.90
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	(1,404.95)	1,404.95
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	(2,870.95)	2,870.95
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	(3,909.35)	3,909.35
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	(2,443.35)	2,443.35
	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE	1	(464.25)	464.25
	SUPPORT & UPDATE LICENSING- WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	(3,695.55)	3,695.55
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	(5,226.05)	5,226.05
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	(2,015.75)	2,015.75
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	(5,008.85)	5,008.85
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	(1,612.60)	1,612.60
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	(2,956.45)	2,956.45
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING	1	(464.25)	464.25
	SUPPORT & UPDATE LICENSING - INVENTORY	1	(2,956.45)	2,956.45
	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING	1	(3,542.85)	3,542.85
	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	(1,099.50)	1,099.50
	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT	1	(3,665.00)	3,665.00
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	(2,076.85)	2,076.85
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	(2,687.70)	2,687.70
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	(3,665.00)	3,665.00
	SUPPORT & UPDATE LICENSING - ANNUAL COMPREHENSIVE FINANCIAL REPORT	1	(1,527.30)	1,527.30



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN [REDACTED])
P.O. Box 203556
Dallas, TX 75320-3556

Credit Memo

Invoice No	Date	Page
045-400751	11/18/2022	2 of 2

Questions:

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

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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED] - MAIN - MAIN	182112		USD	NET45	01/02/2023

Date	Description	Units	Rate	Extended Price
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Comments: Per new agreement dated 11/1/2022, credit issued and applied to inv# 045-371437 (Term 12/01/2022 - 04/30/2023)

****ATTENTION****

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

Subtotal	(90,682.95)
Sales Tax	0.00
Invoice Total	(90,682.95)



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN [REDACTED])
P.O. Box 203556
Dallas, TX 75320-3556

Credit Memo

Invoice No	Date	Page
045-400750	11/18/2022	1 of 1

Questions:

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



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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED] - MAIN - MAIN	182114		USD	NET45	01/02/2023

Date	Description	Units	Rate	Extended Price
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	(17,095.52)	17,095.52

5/1/2022 - 4/30/2023
[Signature]
10016610-70530-300045

Comments: Per new agreement dated 11/1/2022, credit issued for inv# 045-374901 (Term 12/01/2022 - 06/26/2023)

ATTENTION

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

Subtotal	(17,095.52)
Sales Tax	0.00
Invoice Total	(17,095.52)



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: January 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Federal Lobbying Professional Services Agreement with Thorn Run Partners for the City for a Three-Year Period Beginning on February 1, 2023, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Agreement 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 2e. Investing in the City's future through a realistic, funded capital improvement program

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

BACKGROUND: The City of Bloomington released the Federal Lobbying Professional Service Request for Proposal ("RFP") on October 12, 2022, and received five (5) proposals on November 1, 2022. The RFP Scope of Work in summary asked:

To retain the services of a lobbyist consultant that possess significant demonstrable experience in lobbying and advocacy at the federal level. The lobbying consultant shall be able to develop relationships with the City's representatives and shall have existing relationships with federal government staffers both within the state and federal capitals, at governmental agencies, and with other industry lobbyist. The best fit candidates will have strong existing relationships at the federal levels with all of the individuals indicated above, in order to perform as trusted advisors, lobbyists, and expert navigators for the City. The City is primarily seeking a lobbyist that can help the City secure federal funding, advocate for the city's policy and financial needs, and be an expert navigator of the federal government.

The Evaluation Team used the criteria in the RFP to evaluate all five firms and Thorn Run Partners ("TRP") was chosen as the most qualified and best fit for the City. TRP is a "next generation" government affairs firm, with the ability to deliver a triple-threat toolbox of in-house capabilities: traditional lobbying, policy depth, and strategic communications. TRP merges the best aspects of federal lobbying firms into one complete package on behalf of local governments and other entities. TRP will provide the personal service of a boutique firm yet offer the depth and reach of a top-10 lobbying shop with a first-class local government practice. TRP is also ranked among the Top 10 Lobbying Firms by Politico, among the "top lobbyists" by The Hill, and one of the "top lobbying firms" by the

Washington Post.

TRP's Bloomington Team will work to advance the City's Federal objectives, including appropriations and grant funding for City projects. The term of the agreement is three (3) years based upon satisfactory performance that will be evaluated before the end of each current year beginning on February 1, 2023, and ending on January 31, 2026. TRP will bill the City monthly at an amount of \$7,500 for an annual amount of \$90,000 per term.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP #2023-12 - Federal Lobbying Professional Services was advertised in the Pantagraph on 10/12/2022 and released on the City eProcurement platform, OpenGov. Twenty different firms viewed the RFP on OpenGov.

FINANCIAL IMPACT: If approved, funds are included in the Fiscal Year ("FY") 2023 Budget and the FY 2024 Proposed Budget under the Administration-Other Professional & Technical Services account (10011110-70220). Stakeholders can locate the FY 2023 Budget in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 139. Administration has included the amount in the FY 2024 Proposed Budget and if approved will include future year amounts in the FY 2025 and FY 2026 Budgets, respectively.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Federal Lobbying Professional Services will enhance the city's ability to update and upgrade community infrastructure, support economic and community development.

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager

ATTACHMENTS:

[ADM 1B Agreement_Redacted](#)

CITY OF BLOOMINGTON AGREEMENT WITH
THORN RUN PARTNERS
FOR
FEDERAL LOBBYING SERVICES

THIS AGREEMENT, dated this ____ day of January, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and THORN RUN PARTNERS (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:

RFP #2023-12 Federal Lobbying Professional Services (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto as Exhibit B), 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 from the sole 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. 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 16. 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 17. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 18. 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 19. 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 20. 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:

Thorn Run Partners

100 M Street SE

Washington, DC 20003

Attn: Jim Davenport

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
Bloomington, IL 61701
legal@cityblm.org

Section 21. 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 22. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 23. 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 24. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 25. 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 26. 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 27. 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 28. Term. This Agreement shall become effective on the date first above written or February 1, 2023, whichever is later, and shall remain in effect until January 31, 2026, unless sooner terminated as provided in Section 7 of this Agreement.

Section 29. 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 Space Sharing Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Partner

By: _____
Its Partner

Exhibit A
Description of Services

Thorn Run Partners Scope of Work for City of Bloomington, IL

- **Develop a Federal Agenda** – Thorn Run Partners (TRP) will work with the City Manager, Mayor, City Council, and staff to develop a Federal Agenda for 2023. The Federal Agenda will comprehensively describe the City’s projects and Federal funding opportunities. It will also outline legislative and policy issues, potential impacts on the City, and recommend City positions. We expect to finalize the Federal agenda by March 15, 2023.
- **Assist in the development and submission of Federal appropriations/authorization requests** – TRP will work with the City to develop and submit congressionally directed spending requests and authorizations for City projects and programs. Appropriations requests will be submitted in accordance with the deadlines of your congressional delegation. We expect projects to be submitted by February 28th in the House and by March 31st in the Senate.
- **Monitor and advise on federal grant opportunities** – TRP will provide the City with Federal grant opportunities, roughly twice monthly via our grant alert, and assist the City with submitting grant applications. This includes discussing the grant criteria and funding requirements with the issuing agency, and then providing appropriate counsel to the City. TRP will work with the City’s Congressional delegation to submit letters of support for grant applications.
- **Monitor proposed laws and recommend legislative positions** – TRP will closely monitor the progress of pertinent bills and legislation. We will assist in developing the City’s stance and contact relevant members of Congress on your behalf to emphasize your position.
- **Monitor existing and proposed regulations** – TRP will closely monitor the development and introduction of proposed rules and regulations and coordinate with relevant Federal agencies to make sure they are apprised of the City’s interest.
- **Monthly Communication with the City’s Congressional Delegation** – TRP will engage in monthly communication with the City’s Congressional delegation and staff. TRP will work to establish new congressional and Federal agency relationships for the City. TRP will correspond between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects the City.
- **Arrange meetings for City elected officials and personnel with Congressional members, staff, and federal agency officials** – TRP will schedule meetings for the City with members of Congress, congressional staff, and Federal agency officials prior to official City trips to Washington, D.C. TRP will work with the City in advance to ensure that those attending the meeting are knowledgeable about the topics and equipped with documents to supplement the conversation. A member of

the City's TRP client team will accompany City officials to all meetings. After the meetings, TRP will complete any follow-up needed from the meetings and build upon the progress made during the trip.

- **Timely communication with the City** – TRP will maintain a constant dialogue to regularly update the City on our work as well as assess priorities. Apart from personal engagement, the City will receive the *TRP Tip Sheet* daily, which is a morning summary of Capitol Hill activity, political insight, notable news stories, and links to relevant TRP memos and reports. Timely communication with the City can include a scheduled call, once or twice a month, with Bloomington's designated point of contact for TRP. However, we expect to be in contact with the City on a weekly basis.
- TRP will also provide written items, such as:
 - Analyses of budget requests and forecasts for policies and programs;
 - Reports of, and testimonies from, relevant committee hearings and markups;
 - Memos on pertinent federal initiatives or topics;
 - Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
 - Copies of proposed legislation and associated reports;
 - "White papers" and materials geared toward elected officials and their staffs that justify the City's objectives in simple and straightforward language, providing Congress and the Executive Branch with the information they need to be successful on your behalf;
 - Support or request letters for Congressional sponsors to use with relevant committees or federal agencies; and
 - Any necessary forms for appropriations or authorizations requests.

Exhibit B
Payment Terms

Cost:

Year 1 (2/1/2023 – 1/31/2024): \$90,000.00

Year 2 (2/1/2024 – 1/31/2025): \$90,000.00

Year 3 (2/1/2025 – 1/31/2026): \$90,000.00

Payment Terms:

Annual fees are all-inclusive and intended to cover all lobbying services, travel (transportation, hotel, food, etc.), and any other incidental costs Thorn Run Partners may incur while providing lobbying services to the City of Bloomington.

Thorn Run Partners will issue formal invoice each month of the term of this agreement, beginning February 1, 2023, and will expect payment from the City of Bloomington by municipal check no later than 45 days after the date of invoice.

Invoice should be sent to:

City of Bloomington Administration
c/o Amy Overton
115 E. Washington Street, Suite 401
Bloomington, IL 61701



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: January 23, 2023

WARD IMPACTED: Ward 1, Ward 2, and Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving a Utility Agreement for the Extension of Sewer and Water Mains and for the Provision of Sewer and Water Services between the City of Bloomington and TKnTK, LLC, as requested by the Public Works Department and the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance 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 1d. City services delivered in the most cost-effective, efficient manner

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

BACKGROUND: TKnTK, LLC, is proposing to redevelop property located off of South Bunn Street and Tri-Lakes Road as a solid waste transfer station. This property is currently outside of the City and, accordingly, McLean County would be the jurisdiction for siting the transfer station. The Illinois Environmental Protection Agency would ultimately have to issue a permit to approve the operation of the transfer station.

To operate as a transfer station, the property will need water and sewer service from the City. Accordingly, the parties have negotiated a Utility Agreement that provides for the extension of water and sewer mains, as well as the provision of such services. In addition, the proposed Utility Agreement contains other provisions designed to lessen the impact of the transfer station on neighboring City properties. For example, the Utility Agreement enacts certain barrier requirements and places limitations on traffic and operations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The proposed Utility Agreement provides that TKnTK will construct and extend the mains at its sole cost and expense. Thereafter, the water and sewer rates will be paid at a rate of twice the rates for outside water and sewer customers. The Utility Agreement also provides that TKnTK will pay a host fee to the City in the amount of \$1.00 per ton of municipal waste received at the facility. If the facility ends up permitted to accept up to 300 tons of waste, a rough estimate of the host fee is likely between \$75,000 and \$90,000 per year. Finally, the Utility Agreement provides for reimbursement of up to \$50,000 in professional fees incurred by the City in relation to the agreement.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goals ED-1.1 (Focus on retention and expansion of existing businesses), ED-1.2 (Leverage community assets in attracting business), ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), UEW-1.3 (Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs), and UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment).

The 2035 Comprehensive Plan's Future Land Use map identifies this area along Bunn Street and E. Hamilton Road as an employment center in the emerging areas. The Land Use Priorities map identifies portions this area as Tier-2 priority, which is land immediately adjacent to the City's incorporated area, and with access to all City services.

Respectfully submitted for consideration.

Prepared by: Kevin Kothe, Director of Public Works

ATTACHMENTS:

[PW 1B Ordinance](#)

[PW 1C Agreement](#)

[PW 1D Preliminary Plan](#)

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING AN AGREEMENT FOR THE EXTENSION
OF SEWER AND WATER MAINS AND FOR THE PROVISION OF SEWER AND WATER SERVICES
BETWEEN THE CITY AND TKnTK, LLC**

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, TKnTK, LLC (“Customer”) has requested connection to the City sewers and water mains and for the provision of said services in relation to a new development; and

WHEREAS, the City Council finds it in the best interest of the City to enter into and approve the proposed Utility Agreement with TKnTK, LLC.

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 Utility Agreement is approved, and the Mayor is authorized to execute said agreement.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

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

PASSED this 23rd day of January 2023.

APPROVED this ____ day of January 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**AGREEMENT FOR THE
EXTENSION OF SEWER AND
WATER MAINS AND
FOR THE PROVISION OF
SEWER AND WATER SERVICES**

THIS AGREEMENT made and entered into this _____ day of January, 2023, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and TKnTK, LLC, including any of their subsidiaries, assigns, agents, tenants and/or future owners or occupants of the Subject Property (hereinafter collectively referred to as "CUSTOMER") owner of record of the real property, hereinafter described ("SUBJECT PROPERTY"):

WITNESSETH:

WHEREAS, the SUBJECT PROPERTY is located in unincorporated McLean County but is adjacent and contiguous to the CITY; and

WHEREAS, CUSTOMER has (or will) apply to McLean County to site and operate a municipal waste transfer station (i.e., a pollution control facility) (hereafter the "FACILITY") on the SUBJECT PROPERTY, all in accordance with the requirements of the Illinois Environmental Protection Act; and

WHEREAS, in connection with said application, CUSTOMER desires to obtain municipal sanitary sewer and municipal water supply services from the CITY for the FACILITY; and

WHEREAS, the CITY acknowledges and recognizes that if approved, the FACILITY will generate "leachate" and CUSTOMER affirms that it will coordinate and obtain approval

from the Bloomington-Normal Water Reclamation District (“BNWRD”) for the receipt and treatment of such leachate from the FACILITY; and

WHEREAS, storm water is not allowed in the sanitary sewer and accordingly CUSTOMER will not use the municipal sanitary sewer service for storm water management and instead will design and operate the FACILITY to divert storm water in accordance with applicable legal requirements; and

WHEREAS, CUSTOMER acknowledges that CITY is under no obligation to provide sanitary sewer services or water supply services to the SUBJECT PROPERTY and therefore CUSTOMER freely agrees to the terms and conditions set forth herein as consideration for the CITY’s provision of such sanitary sewer and water supply services; and

WHEREAS, the CITY desires and the CUSTOMER agrees to provide certain environmental protection and compensation to the City with respect to the FACILITY if the FACILITY obtains all required approvals for the FACILITY and commences operation; and

WHEREAS, the CITY has not consented to, concurred in, or objected to the proposed plans of the CUSTOMER to develop the FACILITY and nothing in this Agreement shall be deemed by the CUSTOMER, the CITY, or other public agencies, or the public to indicate that the CITY has heretofore adopted any position on the potential development of the FACILITY; and

WHEREAS, if McLean County grants site location approval of the FACILITY, and if thereafter the Illinois Environmental Protection Agency issues permits for the development and operation of the FACILITY, the CUSTOMER is willing to conform the design and operation of the FACILITY to the requirements of this Agreement, including the payment of secondary community benefits as set forth herein as a form of general revenue to the CITY for use by the CITY for those purposes determined by the CITY to be in its best interests.

NOW THEREFORE in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.

PROVISIONS CONCERNING SEWER AND WATER SERVICES

2. CITY agrees to allow CUSTOMER, in accordance with all CITY standards, rules and applicable laws, to design, plan, and construct under a permit, at the CUSTOMER'S sole cost and expense, sanitary sewer main as generally sized and depicted on the approved preliminary plan or plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY, for the benefit of the FACILITY and the SUBJECT PROPERTY. Upon inspection and approval by the CITY, the CUSTOMER shall issue a bill of sale transferring ownership of the mains to the City. The CUSTOMER shall provide the bonds (performance, payment and maintenance) as required by the CITY's Ordinances and policies. This work is subject to the Illinois Prevailing Wage Act.

3. CITY agrees to allow CUSTOMER, in accordance with all CITY standards, rules and applicable laws, to design, plan, and construct, under a permit, at the CUSTOMER'S sole cost and expense, water main as generally sized and depicted on the approved preliminary plan or plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY, for the benefit of the FACILITY and the SUBJECT PROPERTY. Upon inspection and approval by the CITY, the CUSTOMER shall issue a bill of sale transferring ownership of the mains to the City. The CUSTOMER shall provide the bonds (performance, payment and maintenance) as required by the CITY's Ordinances and policies. This work is subject to the Illinois Prevailing Wage Act.

4. CUSTOMER shall reimburse the CITY for those expenses incurred in professional services related to permitting, inspecting and reviewing the CUSTOMER's work and, within 90 days of filing its application with McLean County for the approval of the FACILITY, shall deposit \$50,000.00 with the City for these purposes. The CITY shall account for the use of the deposit and the CUSTOMER shall replenish the amount on deposit in such reasonable amounts as directed by the CITY. The "professional services" set forth in this section also includes any reasonable attorney fees from legal counsel outside the City incurred by the City associated with the review and negotiation of this Agreement.

5. CUSTOMER agrees that said extended mains shall become the property of and subject to the control of the CITY as a part of its sewer and water systems and that CUSTOMER and all successors to the property shall become subject to and shall be obligated to conform to all terms of this Agreement and for the payment of charges for water and sewer services as provided herein and amended from time to time.

6. CUSTOMER shall comply with the City's Ordinances concerning the provision of sewer and water services. CUSTOMER shall pay for the sewer and water services provided by the CITY at the rates set forth in the CITY's Ordinances in existence -- and as amended from time to time -- for those properties and customers located outside the CITY's corporate limits, multiplied by a factor of 2.

CUSTOMER, in accordance with all standards, rules, and guidelines, and at the CUSTOMER'S sole cost and expense, shall plan, purchase from the CITY, and install, under a permit a water meter for the Facility. The CITY will maintain the water meter at the CUSTOMER'S sole cost and expense.

CUSTOMER, in accordance with all standards, rules, and guidelines, and at the CUSTOMER'S sole cost and expense, shall plan, and construct, under a permit a sanitary sewer system that will allow for the CITY'S installation of a sanitary sewer meter for the Facility. The CITY will install and maintain the sanitary sewer meter at the CUSTOMER'S sole cost and expense.

PROVISIONS CONCERNING THE DESIGN AND OPERATION OF THE FACILITY

7. Definitions. As used in this agreement, the following words and phrases shall have the definitions as set forth in this Section:

"Act" as used in these definitions and this Agreement, shall mean the Illinois Environmental Protection Act, as amended from time to time (415 ILCS 5/1, et seq.).

"Construction or Demolition Debris" whether or not capitalized, means "clean construction or demolition debris" as defined by Section 5/3.160(b) of the Act (415 ILCS 5/3.160(b)), or "general construction or demolition debris," as defined by Section 5/3.160(a) of the Act (415 ILCS 5/3.160(a)).

"Food Scrap" whether or not capitalized and used in any of its grammatical forms, means "food scrap" as defined in Section 5/3.197 of the Act (415 ILCS 5/3.197).

"Hydro Excavation Wastes" is a solid/liquid waste such as hydro/vacuum excavation muds, underground excavation material, and other similar materials.

"IAC" as used in these definitions and this Agreement, shall mean the Illinois Administrative Code.

"IEPA" means the Illinois Environmental Protection Agency.

"IPCB" means the Illinois Pollution Control Board.

"Landscape Waste" whether or not capitalized and in any of its grammatical forms, means "landscape waste" as defined by Section 5/3.270 of the Act.

"Municipal Waste" whether or not capitalized and used in any of its grammatical forms, means "municipal solid waste", as defined by Section 5/3.290 of the Act (415 ILCS 5/3.290), except that such waste does not include Construction or Demolition Debris, Recyclables, Unacceptable Waste, or Landscape Waste.

"Recyclables" whether or not capitalized and used in any of its grammatical forms, means any material, which would otherwise be disposed of or discarded, which is separated from Municipal Waste or Construction or Demolition Debris at the source of generation so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products. Examples of recyclables are newspaper, glass bottles, high density, polyethylene containers, aluminum food and beverage containers, chipboard, and corrugated containers. Recyclables do not include any materials removed or separated from, or containing Unacceptable Wastes.

"Regular Business Hours" of the Transfer Facility shall mean 4:00 a.m. to 8:00 p.m. on weekdays and 4:00 a.m. to 4:00 p.m. on Saturdays, with no operation on Sundays or the Christmas holiday, provided that on the Saturday following any Federal holiday Regular Business Hours may be extended by the CUSTOMER to 8:00 p.m. The Regular Business Hours for accepting Municipal and Hydro Excavation Waste may be extended but only upon the prior approval of the CITY, such approval being in writing. CUSTOMER agrees to meet with CITY after the FACILITY has been operational for six (6) months to ensure operations from the FACILITY are not negatively impacting neighboring residential properties on Saturday afternoons. If, based on written complaints from residential neighbors specifically relating to noise on Saturday afternoons, the CITY determines that the operations on Saturday should end at 12:00 p.m., the City Council may adopt an ordinance enacting such a limitation which CUSTOMER agrees to follow and make part of this Agreement.

"Solid Waste" whether or not capitalized, means Municipal Waste, Landscape Waste, Food Scrap,, and Construction or Demolition Debris, including those materials in these classifications that have received a Beneficial Use Determination (BUD) designation by the IEPA, as those terms are defined in this Section.

"Subject Property" whether or not capitalized and in any of its grammatical forms, means the 6 lots and Outlot A as shown in the Preliminary Plan attached hereto as Exhibit A and also shown as the Project Location.

"Transfer Facility" or "Facility" whether or not capitalized, means the FACILITY—i.e., a "Transfer Station" as defined by 5/3.500 of the Act (415 ILCS 5/3.83) -- including the lot within the SUBJECT PROPERTY on which the Transfer Station is located, and specifically references the Transfer Facility the CUSTOMER desires to construct and operate located on a Lot 3 as shown on Exhibit B. The parties may agree to a different location of the Facility in writing.

"Unacceptable Waste" whether or not capitalized and used in any of its grammatical forms, means:

- (a) "hazardous waste" as defined by Section 5/3.15 of the Act (415 ILCS 5/3.15) or by 35 IAC 721.03;
- (b) "industrial process waste" as defined by Section 5/3.235 of the Act (415 ILCS 5/3.235), except allowable special waste and such industrial process waste which poses no present or potential threat to human health or the environment and which

has no inherent properties which makes its disposal in a landfill difficult to manage by normal means, and which has been specifically approved by the IEPA; (c) "pollution control waste" as defined by Section 5/3.335 of the Act (415 ILCS 5/3.335); (d) "sludge" as defined by Section 5/3.465 of the Act (415 ILCS 5/3.465); (e) "potentially infectious medical waste" as defined by Section 5/3.360 of the Act; (f) "special waste" as defined by Section 5/3.475 of the Act; (g) "polychlorinated biphenyls" as defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2692, or regulations promulgated thereunder; (h) source, special or byproduct nuclear materials, radioactive waste, high-level or low-level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42 U.S.C. Sections 2014, et seq., or regulations promulgated thereunder; or (i) "asbestos" as defined in 40 CFR 763.83, except that Unacceptable Waste does not include Hydro Excavation Waste.

8. Term. This Agreement commences on the date executed and continues in force and effect until the Transfer Facility ceases to operate and is no longer permitted by the IEPA to accept Municipal Waste and/or Hydro Excavation Waste. In addition, the City may terminate this Agreement if the CUSTOMER is in default of any provision of this Agreement. The CUSTOMER, in turn, may, at its sole discretion, terminate this Agreement if it determines that it is no longer economically desirable to operate the Transfer Facility and it rescinds its IEPA permit to operate. If terminated, at the sole option of the CITY, the CITY may continue to provide service, at the rates set forth in Section 6, to the other lots that do not contain the FACILITY.

9. Compliance with Laws. The CUSTOMER shall comply at all times, in connection with the development and operation of the Transfer Facility, with: all laws, conditions and requirements of any permit that is issued for development or operation of the Transfer Facility; modified or amended rules and regulations and ordinances of any Federal or State agency or authority relating to the development, operation, monitoring, remediation, or closure of the Transfer Facility. With respect to the closing of the Transfer Facility, the CUSTOMER agrees to comply with any government ordinance, rule, law or directive as to post-closure requirements and pay the entire costs associated therewith.

10. Waste Acceptability. The CUSTOMER shall only allow Solid Waste to be intentionally accepted at, transported to, stored at, or otherwise present at the Transfer Facility. All Municipal Waste, except when being transported to or from the Transfer Facility, must be kept inside (i.e., within a fully enclosed area of) the Transfer Facility. Unacceptable Waste accepted at, transported to, stored at, or otherwise present at, on, or in the Transfer Facility shall be properly removed within 24 hours.

11. Traffic, General Conditions, and Operations.

- a. All transfer trailer truck traffic entering and existing this site must utilize the routes approved by the County as a result of the siting process. Moreover, CUSTOMER shall not allow any trucks coming to or exiting from the FACILITY to queue on City streets or right-of-way.
- b. The CUSTOMER shall require and take reasonable steps to enforce the requirement that all trucks carrying Solid Waste to or from the FACILITY prevent any waste, litter or debris from being discarded onto public traveled roads and shall abide by a litter control plan as approved by the County as a result of the siting process.
- c. All tipping of Municipal Waste at the Transfer Facility shall be on the tipping floor inside the transfer building, and, except as provided below, the CUSTOMER shall have the tipping floor free of waste and cleaned with a mechanical street sweeper by the end of each operating day.
- d. The CUSTOMER shall conduct all operations in a manner that is protective of the public health, safety, welfare, groundwater resources and the environment. The CUSTOMER shall comply with all applicable laws, ordinances, rules and regulations, including but not limited to IPCB regulations. In addition, the CUSTOMER shall provide a fifteen (15) foot setback from the SUBJECT PROPERTY. The area within the setback shall be completely screened by an opaque masonry wall (stone, stucco, or brick) or a commercial grade solid wood screen fence at least eight (8) feet in height, not exceeding height limitations unless otherwise permitted, with only such openings as are necessary for ingress and egress. Plant materials shall be installed along that portion of a fence or wall that is highly visible from right-of-way to provide a year-round softening effect. The SUBJECT PROPERTY shall use only outdoor lighting, which shall not exceed one foot-candle at the property line, that is shielded and directed so as to protect adjacent lot or lots across the street from direct or reflected glare.
- e. At a minimum, the CUSTOMER shall provide a street sweeper or other means and methods to remove mud, dirt and dust tracked on to hard surfaces inside and

outside the Transfer Facility property, including but not limited to mud, dirt and dust tracked onto any City streets right-of-way for a distance of no less than three-fourths (3/4) mile from the entrance of the Transfer Facility on an as needed basis, but not less frequently than daily, except during severe weather conditions (e.g., heavy rains, winter conditions when salt has been applied to the roadway). All access drives, parking areas, storage areas and vehicle maneuvering areas of the Transfer Facility shall have driveways paved with an approved concrete or asphalt/concrete surface and at least 25 feet wide. All interior roads, driveways, parking lots and loading and unloading areas not required to be paved shall be constructed of an all-weather surface and be kept in as dust-free condition as possible, using application of dust-inhibitors if necessary to limit the nuisance caused by wind-borne dust. The property shall be swept with a street sweeper as needed, but not less frequently than daily.

- f. The Transfer Facility and any area used for the outdoor storage of any material or equipment shall be paved, fenced and visually screened from viewing from off of the Transfer Facility property, and also to contain loose debris and any storage items. If storage materials exceed the fence height established in Section d, then a combination of berming, fencing and landscaping shall be used to accomplish appropriate screening.
- g. The CUSTOMER agrees to keep the truck doors to the Transfer Facility closed, except for emergencies and to allow trucks to enter and exit the facility, during Regular Business Hours.

12. Host Fees. In consideration of the additional costs and burdens to be borne by the CITY from the FACILITY's proximity to the CITY and from the provision of the sewer services and/or the water services, the CUSTOMER agrees to pay the CITY the following fees should McLean County approve the Transfer Facility site location and should the CUSTOMER build the Transfer Facility and begin accepting Municipal Waste. The CUSTOMER agrees to pay the CITY the following fees:

- a. The CUSTOMER shall pay to the CITY a base fee as provided below for each ton of Municipal Waste, except landscape waste and recyclables, received at the Transfer Facility (whether received in the same or separate vehicles) from the first date the FACILITY receives Municipal Waste through the termination of this Agreement. In the event the Transfer Facility accepts Food Scraps either in dedicated truckloads or commingled with Landscape Waste, the CUSTOMER agrees to pay the per ton fee provided for in this section on the Food Scraps accepted at the Transfer Facility. The CUSTOMER shall pay the CITY a base fee equal to \$1.00 per ton of Municipal Waste received at the Transfer Facility. Per-ton fees

shall be payable only if, as and when waste is received and accepted at the Transfer Facility.

- b. Beginning the 1st day of January after the FACILITY begins accepting waste, and as of each January 1 thereafter, the per-ton fees described in (a) above will be adjusted from the per-ton fees of the previous year by the percentage change during the previous year in the Revised Consumer Price Index for All Urban Consumers (CPI-U) published by the United States Department of Labor — Statistics for the <<<<<Midwest Region>>>>> area, provided, however, that at no time shall the increase be less than 0% or greater than 4%. If the Consumer Price Index for All Urban Consumers shall cease to be published in the time frame described above, the CITY and CUSTOMER shall designate a comparable time frame or index, which shall then be used for determining the annual rate of adjustment.
- c. CUSTOMER shall weigh all receipts of Solid Waste on a certified scale, which is inspected at least once each calendar year by the CUSTOMER, and a copy of said inspection shall be provided to the CITY upon request. Further, the CUSTOMER shall keep records of outgoing Solid Waste such that the CITY can determine by its review of these records the number of outbound vehicles, the type of vehicle, the destination of each vehicle, and the type of waste contained on each vehicle leaving the Transfer Facility each calendar day. In addition, should the CITY request records concerning the load weight and total weight of each outbound vehicle, the CUSTOMER agrees to provide that information, from weights measured at the Transfer Facility or at the destination of the vehicles leaving the Transfer Facility, from the time the CUSTOMER receives the CITY's request on moving forward basis for any time period(s) designated by the City.
- d. CUSTOMER shall keep complete and accurate books and records relating to the determination of the fees required herein. No more than once per year, the CUSTOMER shall permit the CITY and its designated representatives access to such books and records (paper and electronic version) for inspection and copying. In the event that such inspection reveals any underpayment(s) of the fees, the CUSTOMER shall promptly pay the CITY the amount(s) of such underpayment(s). In the event that such inspection reveals any overpayment(s) of the subject fees, the CUSTOMER may credit the amount of such overpayment(s) against the payments of the subject fees in subsequent quarters.
- e. The fees described in this Article shall be paid on a quarterly basis. The quarterly payments shall be calculated on a calendar-year basis; that is, they shall be calculated for the three-month periods ending on the last day of March, June, September and December of each year during the term of this Agreement and any extension thereof. The payment shall be made not later than forty-five (45) days after the last day of the preceding quarter and shall be limited to the Solid Waste transferred during the quarter to which it applies. Past due payments of the fees shall be subject to a late charge of one-and-one-half percent (1½ %) per month or fraction of a

month for which the payment is late. Payment of such interest shall not otherwise excuse or cure any default by the CUSTOMER under this Agreement.

13. Default. The occurrence of any one or more of the following constitutes a "default" by the CUSTOMER under this Agreement. Should the CUSTOMER be in default of this Agreement, the CITY may, at its sole discretion, terminate this Agreement and cease to provide sewer or water services : (a) The failure by the CUSTOMER to pay any fee due and payable under this Agreement; if the CUSTOMER does not cure such failures within thirty (30) days after notice thereof from the CITY to the CUSTOMER; (b) the CUSTOMER admits in writing its inability to pay its debts as they mature and makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the CUSTOMER or a major part of its property; (c) a trustee or receiver is appointed for the CUSTOMER or for a major part of its property, and it is not discharged within ninety (90) days after such appointment; or (d) bankruptcy, reorganization arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law, or similar law, for the relief of debtors are instituted by or against the CUSTOMER and, if instituted against the CUSTOMER, are allowed against it or are not dismissed within 180 days after such institution. In the alternative to cancellation of the Agreement in its entirety, upon one of the defaults listed above, the CITY may elect to continue to provide service to one or more of the lots covered by this Agreement at the rates set forth in Section 6 and cease only the provision of water and sewer service to the lot containing the FACILITY.

14. Notice. Any notice to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or three (3) business days from the date of mailing, whichever is earlier. Notices shall be addressed as

set forth below, but each party may change its address by written notice to the other in accordance with this Section:

TO THE CITY:

Attention: City Manager
115 E. Washington Street, Suite 402
Bloomington, IL 61701

TO THE CUSTOMER:

Attention: Tom Kirk
TKnTK, LLC
2148 Tri Lakes Road
Bloomington, IL 61704

15. Defense and Indemnification. CUSTOMER covenants and agrees at CUSTOMER's sole cost and expense to defend, indemnify and hold harmless the CITY, individual members of the CITY COUNCIL, and any and all employees, agents, officers, or representatives of the CITY (collectively "CITY Affiliates"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to the Transfer Facility where the same are caused by the CUSTOMER's negligence, willful misconduct or breach of this Agreement. This includes, but is not limited to, any condition or occurrence, or any release, discharge or emission at, onto, above, under, through or from the Transfer Facility; or the CUSTOMER's execution, performance, or non-performance of this Agreement or of any conditions placed on siting (should the facility be approved or the operations of the CUSTOMER conducted at the Transfer Facility). This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, antitrust, civil rights, employment or trade law, or statutory or common law obliga-

tion or liability). The CUSTOMER shall assume the defense of all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. CUSTOMER shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event of a claim or suit against CUSTOMER arising out of the sole negligence, willful misconduct or breach of this Agreement by the CITY or any CITY Affiliate, CITY shall be obligated to defend and indemnify CUSTOMER only to the extent permitted by law. In addition, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the CITY may have to such liability. This Section survives termination of this Agreement. Nothing in this Section shall be construed as a waiver of any rights either party may have with regard to contesting its alleged obligation for defense and indemnification by way of Declaratory Judgment or otherwise.

16. Transfers. In the event that CUSTOMER leases or transfers any interest in any of the Subject Property to Henson Disposal, LLC, or another individual or entity, or allows Henson Disposal, LLC, or any other entity or individual to operate on the Subject Property, the terms, limitations, and obligations of this Agreement shall apply and shall also be incorporated into such lease, transfer or operation agreement and said individual or entity shall be bound by all said terms. This specifically includes but is not limited the obligation to pay the rates and host fees set forth above, as well as comply with all other conditions and obligations of this Agreement. A default of any such entity or individual to the terms of this Agreement shall be considered a default by CUSTOMER.

17. Miscellaneous. The following miscellaneous terms and conditions shall also apply to

this Agreement:

- a. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof.
- b. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.
- c. Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war or labor strikes or interruptions, which are beyond the control of such non-performing party.
- d. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties and their respective successors and assigns, nor shall any provision give any third persons any right or rights of action against any party to this Agreement.
- e. The CUSTOMER shall allow any agent duly authorized by the CITY to enter the Transfer Facility at reasonable times.
- g. The parties agree that the covenants, agreements and understandings contained in this Agreement, which expressly survive its termination touch and concern the Subject Property, and that such covenants, agreements and understandings shall run with the Subject Property.
- h. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said mains or use such services or in any other way benefit from the services provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.
- i. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.
- j. This Agreement and all rights and obligations hereunder may not be assigned without the written consent of the other party, which shall not be unreasonably withheld.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

TKnTK, LLC

Tom Kirk, Member

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that TOM KIRK, of TKnTK, LLC, an Illinois limited liability company, personally known to me to be a member of said company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such a member, signed, sealed and delivered the foregoing instrument at his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purpose set forth herein.

Given under my hand and notarial seal this ____ day of _____, 2023, A.D.

(Notary Public)
My Commission Expires: _____

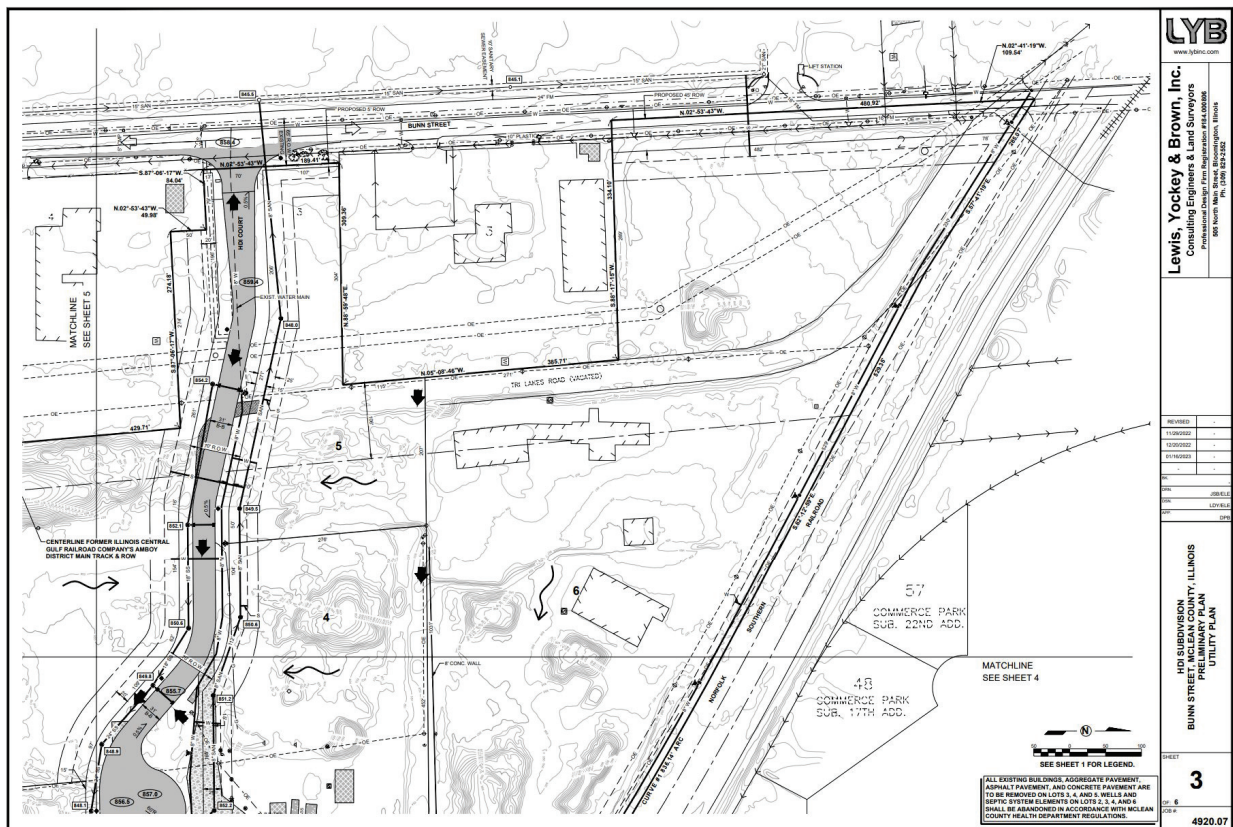
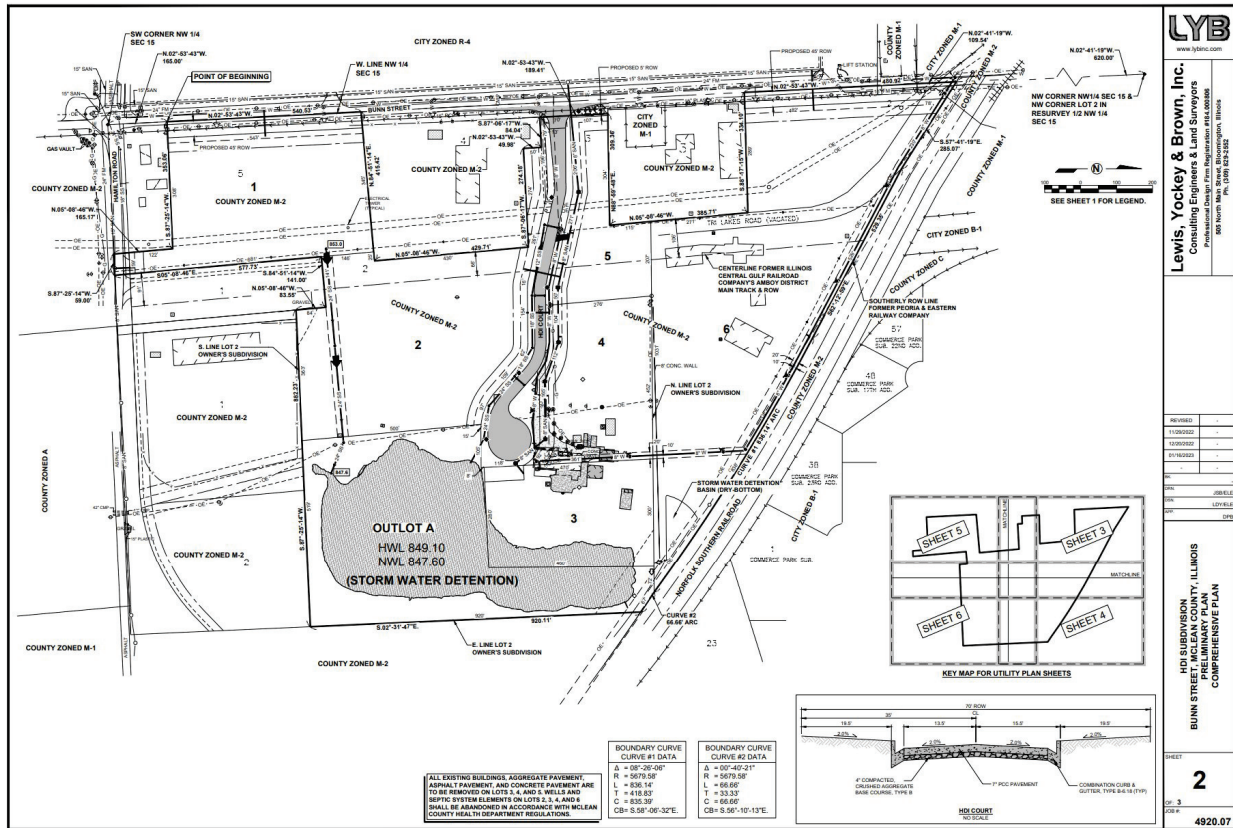
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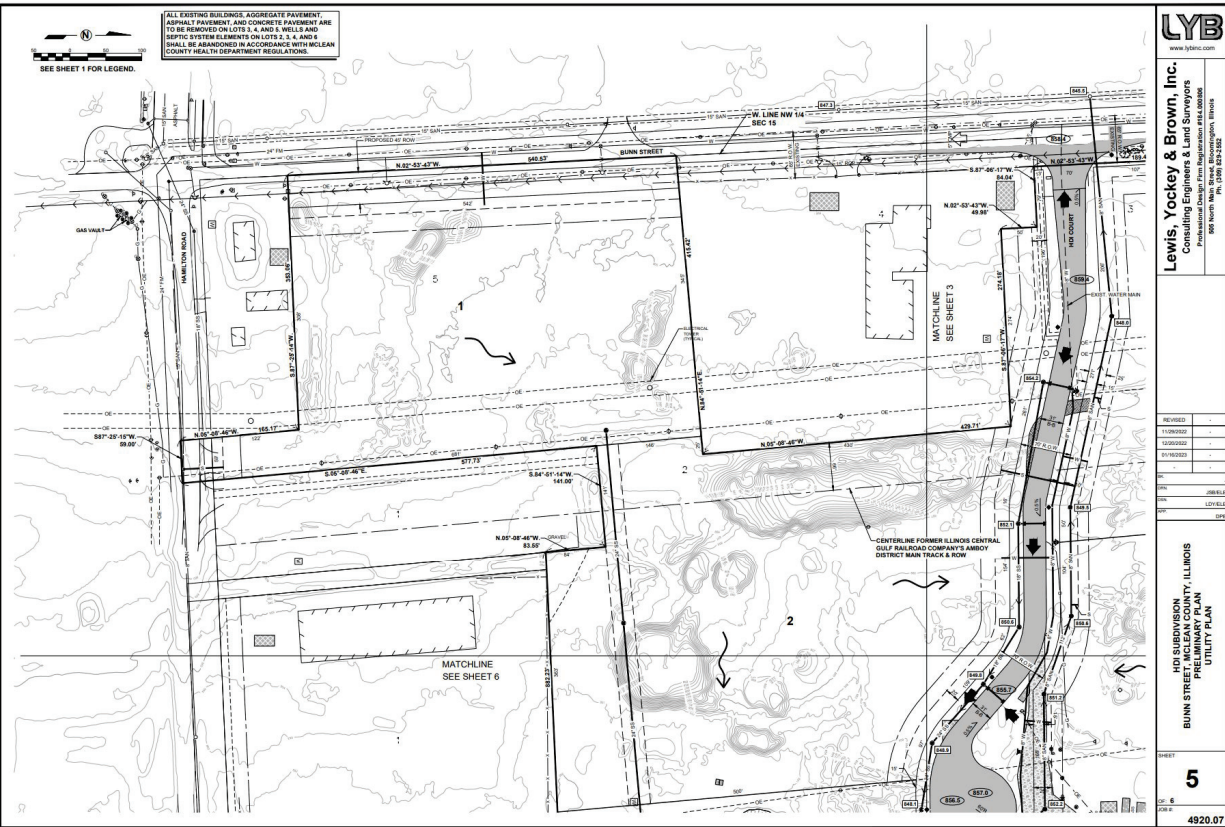
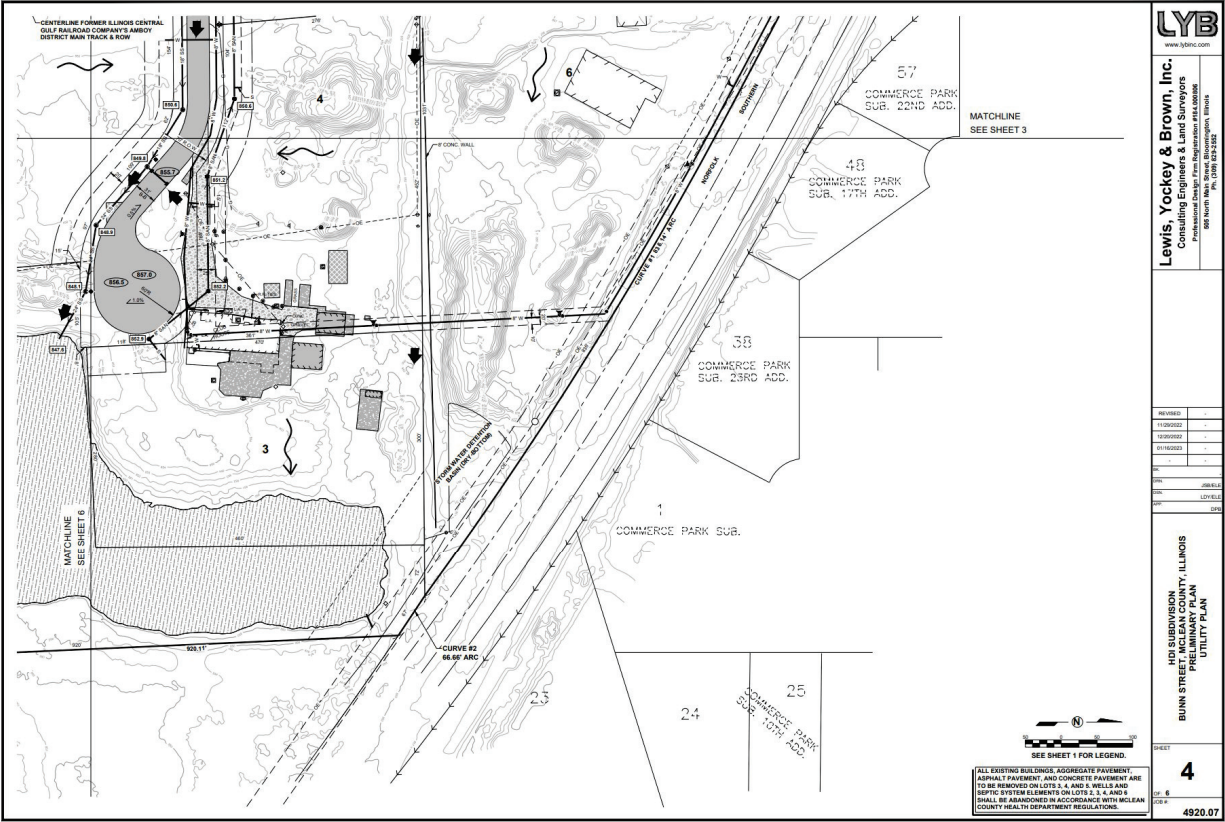
CITY OF BLOOMINGTON

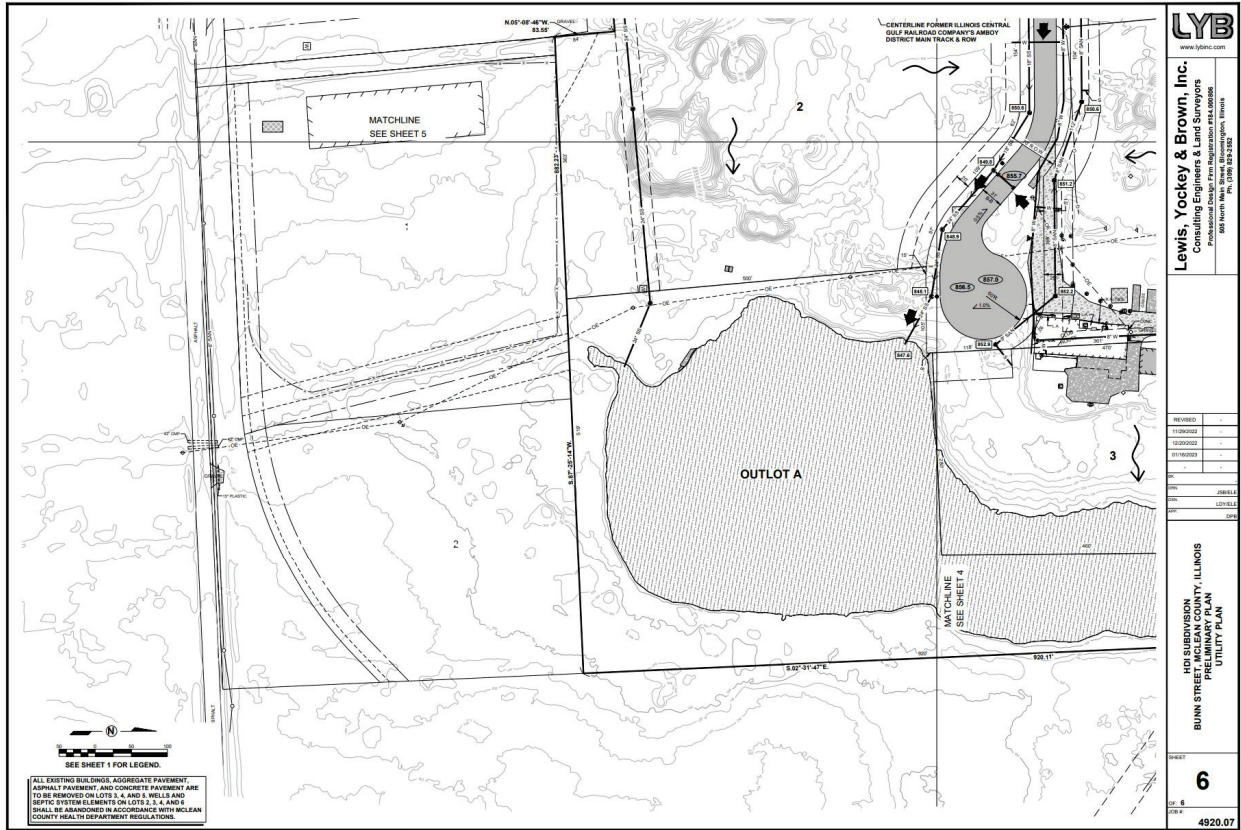
City Clerk

Mayor

PLEASE RETURN TO:
City Clerk
City of Bloomington
115 E. Washington Street
Bloomington, IL 61701

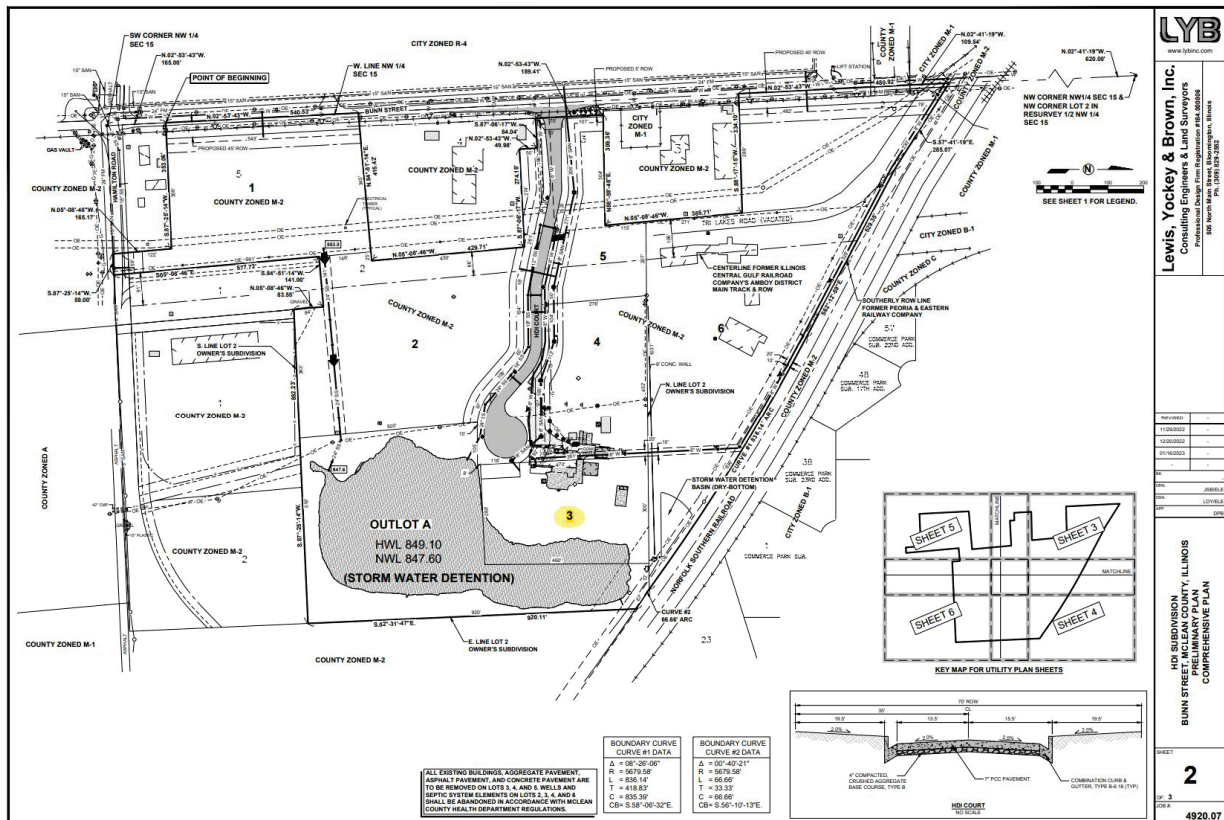


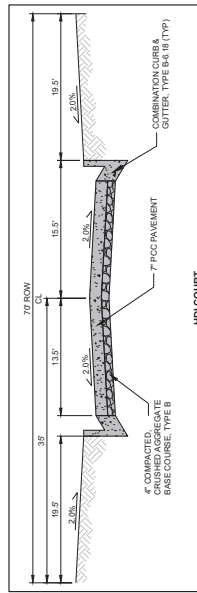
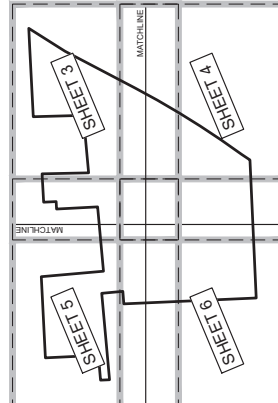
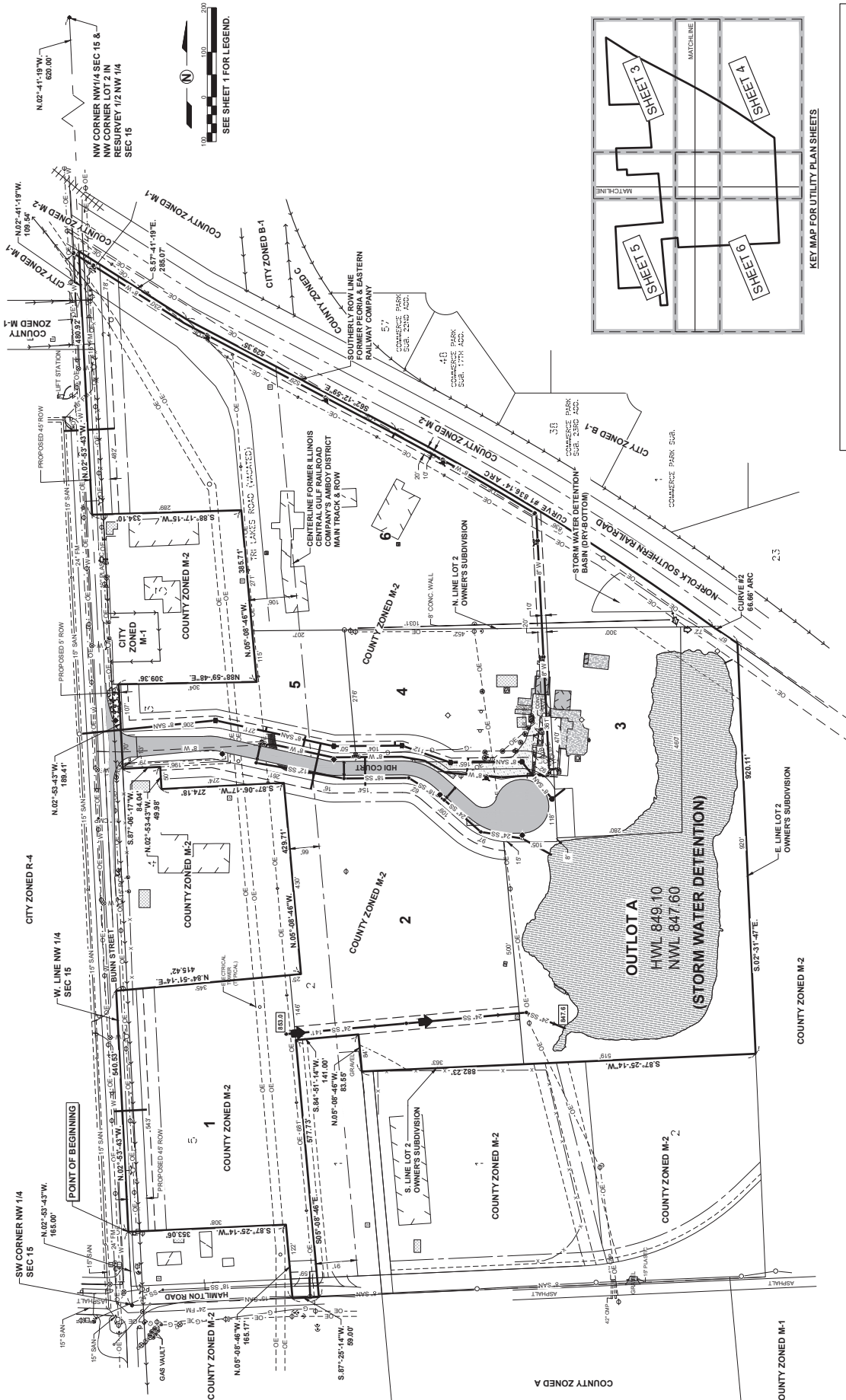




Legal Description Facility Site

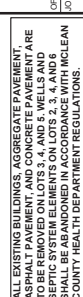
A part of Lot 2 in Owner's Subdivision of part of the NW¼ of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the northwest corner of Lot 2 in Owner's Subdivision of part of the NW¼ of Section 15 according to the Plat thereof recorded in Plat Book 9 on Page 82; thence N.89°-29'-46"E. 502.39 feet on the north line of said Lot 2 to the Point of Beginning; thence continuing N.89°-29'-46"E. 300.00 feet on the north line of said Lot 2; thence S.00°-25'-59"E. 459.60 feet to a point 1003.00 feet north of the south line of the NW¼ of said Section 15; thence S.87°-25'-14"W. 280.00 feet parallel with the south line of the NW¼ of said Section 15 to a point 1003.00 feet east of the west line of the NW¼ of said Section 15; thence N.02°-53'-43"W. 470.15 feet parallel with the west line of the NW¼ of said Section 15 to the Point of Beginning containing 3.09 acres, more or less, with assumed bearings given for description purposes only.





BOUNDARY CURVE	DATA
BOUNDARY CURVE #1 DATA	
A = 00'-40'-21"	
R = 5679.58'	
L = 66.66'	
C = 68.66'	
CB = S.58°-10'-13"E	
BOUNDARY CURVE #2 DATA	
A = 08°-26'-06"	
R = 5679.58'	
L = 66.66'	
C = 68.66'	
CB = S.58°-10'-13"E	

ALL EXISTING BUILDINGS, AGGREGATE PAVEMENT, ASPHALT PAVEMENT AND CONCRETE PAVEMENT ARE TO REMAIN. ALL EXISTING UTILITIES, SEWER, GAS, AND SEPTIC SYSTEM ELEMENTS ON LOTS 2, 3, 4, AND 6 SHALL BE ABANDONED IN ACCORDANCE WITH MCLEAN COUNTY HEALTH DEPARTMENT REGULATIONS.



REVISED	-
11/29/2022	-
12/20/2022	-
01/16/2023	-
-	-
-	-
JSBELE	DP8
LOVELE	

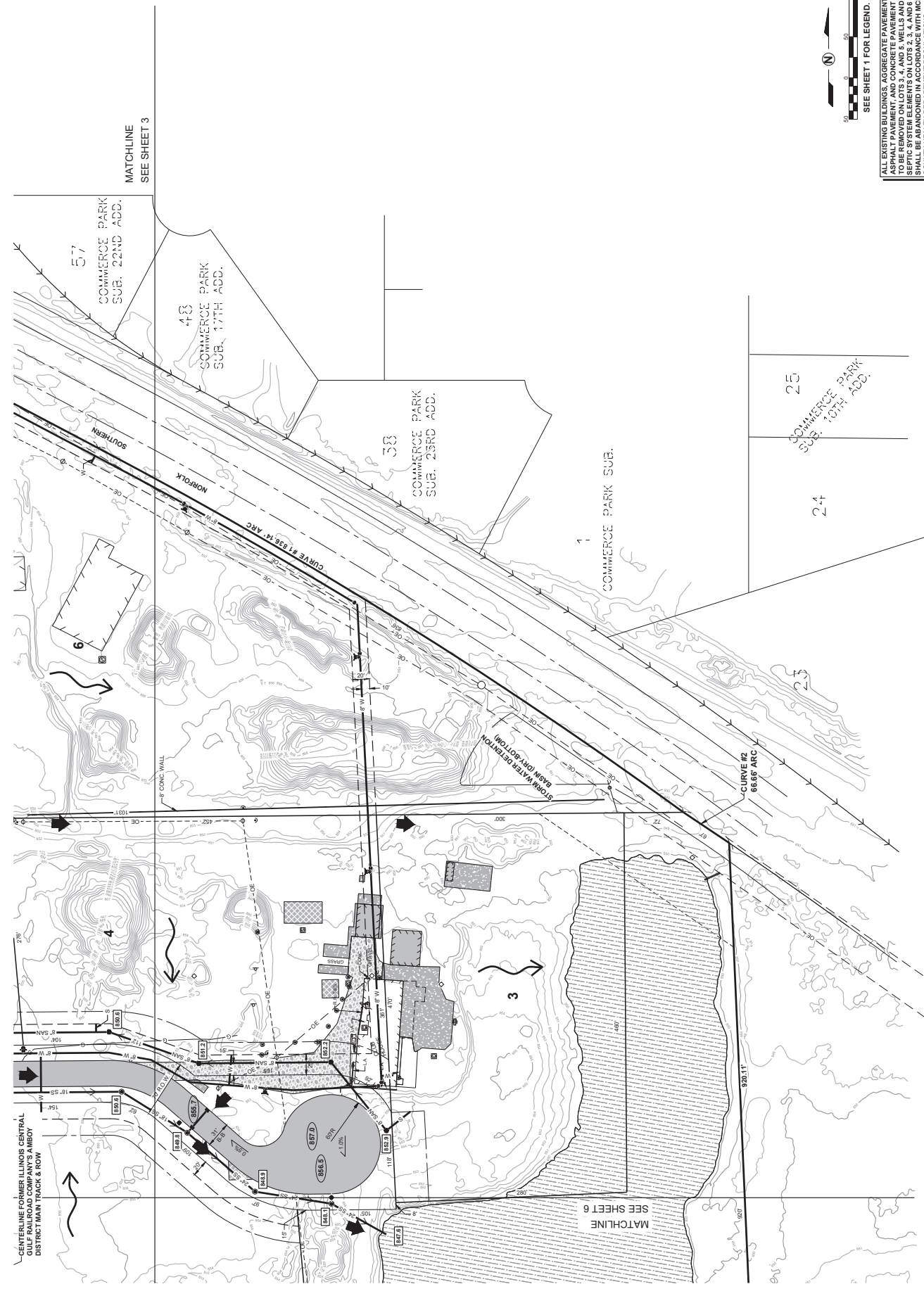
HDI SUBDIVISION
BUNN STREET, MCLEAN COUNTY, ILLINOIS
PRELIMINARY PLAN
UTILITY PLAN

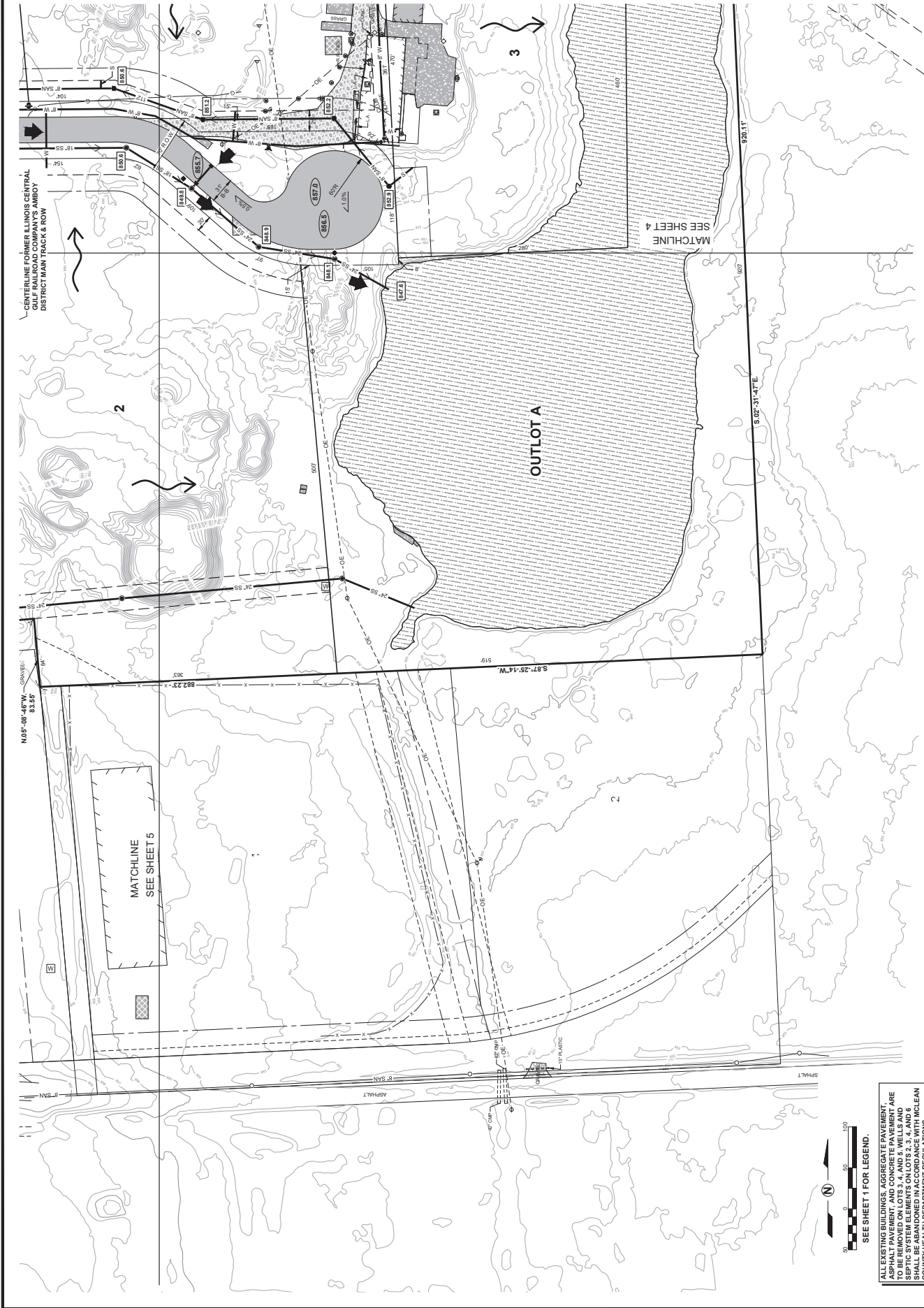
HEET	4	6	08
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4920.07



ALL EXISTING BUILDINGS, AGGREGATE PAVEMENT, ASPHALT PAVEMENT, AND CONCRETE PAVEMENT ARE TO BE REMOVED ON LOTS 3, 4, AND 5. WELLS AND SEPTIC SYSTEM ELEMENTS ON LOTS 2, 3, 4, AND 6 SHALL BE ABANDONED IN ACCORDANCE WITH MCLEAN COUNTY HEALTH DEPARTMENT REGULATIONS.





SEE SHEET 1 FOR LEGEND.

ALL EXISTING BUILDINGS, AGGREGATE PAVEMENT, ASPHALT PAVEMENT, AND CONCRETE PAVEMENT ARE TO BE REMOVED ON LOTS 3, 4, AND 5. WELLS AND SEPTIC SYSTEM ELEMENTS ON LOTS 2, 3, 4, AND 6 SHALL BE ABANDONED IN ACCORDANCE WITH MCLEAN COUNTY HEALTH DEPARTMENT REGULATIONS.

REVISED	-
11/29/2022	-
12/20/2022	-
01/16/2023	-
-	-
BOOK	-
ORIN	JS&ELE
ORN	LDY&ELE
APP	DPB

HDI SUBDIVISION
BUNN STREET, MCLEAN COUNTY, ILLINOIS
PRELIMINARY PLAN
UTILITY PLAN

6

OF: 6

4920.07

5

LYB
www.lybinc.com

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
505 North Main Street, Bloomington, Illinois
Ph. (309) 829-2552

505 North Main Street, Bloomington, Illinois
Ph. (309) 829-2552

Ph. (309) 829-2552

sio

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Q



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: January 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving the Preliminary Plan for HDI Subdivision for the Property Generally Located Near the Intersection of E. Hamilton Road and Bunn Street, Consisting of 40.92 Acres More or Less, PINs: 21-15-152-010, 21-15-151-018, 21-15-102-005, 21-15-102-006 and 21-15-151-020, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Petitioner seeks approval of a Preliminary Plan for the properties generally located near the intersection of E. Hamilton Road and Bunn Street.

Summary of Request:

- The subject properties contain approximately 40.92 acres of land, of which 0.59 acres is currently developed as a recycling facility and ready-mix concrete plant.
- The property is located within the County and will not be annexed into the City of Bloomington; the City has extraterritorial jurisdiction giving it purview for review and approval.
- The Preliminary Plan indicates the creation of six lots (1-6) and one Outlot (A), and will facilitate the final platting of the property.
- Access to the property will be available from Bunn Street and E. Hamilton Road. An additional street, originally proposed as a private street, but built to City standards, will be dedicated as a public street to Bloomington Township.
- Platting will allow in part for siting of a solid waste transfer station that meets required setbacks.
- On Wednesday, December 7, 2022, the Planning Commission held a public hearing and voted 6-0 to recommend approval of the requested Preliminary Plan with a waiver to allow installation of sidewalk on only one side of the street. The recommendation is in alignment with the Staff recommendation. For more detailed information, please see the attached [E&CD 1C Staff Report PS-06-22](#) and [E&CD 1D DRAFT PC Minutes 12-7-22](#). Any future modifications made must be in substantial conformance with the approved Preliminary Plan, per § 44-305 and § 44-202.

As mentioned above, the ultimate proposed use of one of the six new lots on this property will be to house a new solid waste transfer station. Prior to this use, however, the proposed transfer station will need to be sited by McLean County and permitted by the Illinois

Environmental Protection Agency. As part of this use, the property owner will need water and sewer services from the City. Accordingly, a separate utility agreement will be brought forward for the Council's consideration that is designed to both recoup the costs of servicing such a facility and the mitigation of potential impacts on neighboring properties located within the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing before the Planning Commission in *The Pantagraph* on Monday, November 21, 2022, and courtesy notices were mailed to 26 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The approval of the proposed Preliminary Plan would allow for final platting and future development of roughly 40.92 acres of property into a solid waste transfer station. If approved, the City will derive financial compensation from a water and sewer agreement to provide these services.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goals ED-1.1 (Focus on retention and expansion of existing businesses), ED-1.2 (Leverage community assets in attracting business), and ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Staff Report PS-06-22](#)

[E&CD 1D DRAFT PC Minutes 12-7-22](#)

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING THE PRELIMINARY PLAN FOR HDI SUBDIVISION FOR PROPERTY GENERALLY LOCATED NEAR THE INTERSECTION OF E. HAMILTON ROAD AND BUNN STREET, CONSISTING OF 40.92 ACRES MORE OR LESS, PIN(S): 21-15-152-010, 21-15-151-018, 21-15-102-005, 21-15-102-006 and 21-15-151-020

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting approval of the Preliminary Plan for HDI Subdivision for the property located near the intersection of E. Hamilton Road and Bunn Street legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said Petition included a Preliminary Plan, illustrated in Exhibit “B”, and hereinafter referred to as “Plan”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Preliminary Plan conforms with the standards of the Subdivision Code of the City of Bloomington, of which the purpose is stated in § 24-203; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Preliminary Plan.

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 adopts the findings of fact of the Planning Commission and the Preliminary Plan for HDI Subdivision, legally described in Exhibit “A” and depicted in Exhibit “B” is hereby approved.

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 23rd day of January 2023.

APPROVED this ____ day of January 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

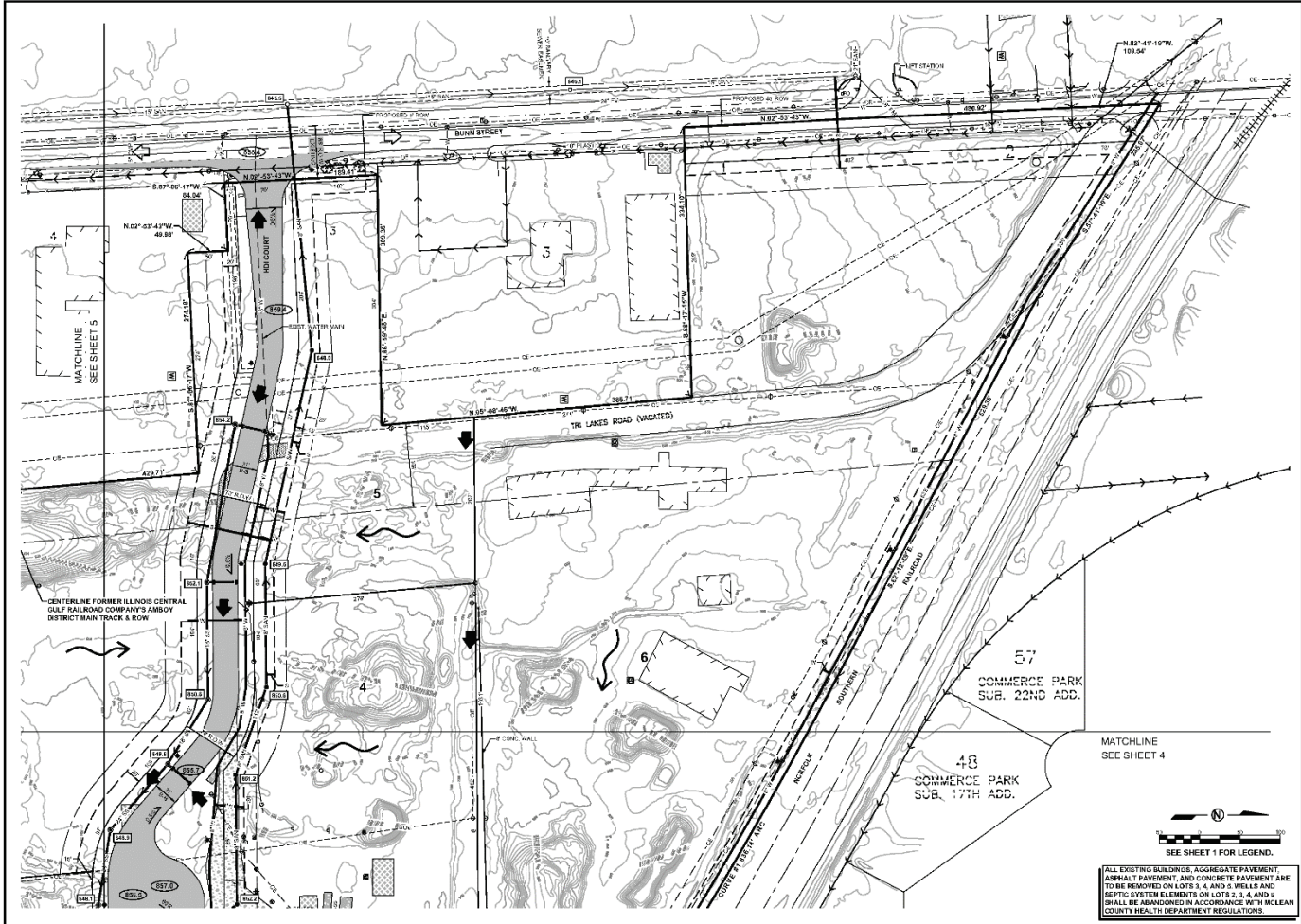
EXHIBIT "A"

Legal Description

A part of Lot 1 in the Subdivision of the NW¼ of Section 15; a part of Lot 2, 3, 4 and 5 in Re-Survey of the W½ of the NW¼ of Section 15; a part of Lot 2 in Owner's Subdivision in the NW¼ of Section 15; a part of the Illinois Central Gulf Railroad Company's abandoned Amboy District right of way in the NW¼ of Section 15; Lot 2 and 3 in Flatbush Subdivision in the NW¼ of Section 15; all of Tri Lakes Road right of way in the NW¼ of Section 15 vacated in Document No. 2017-13365 in the McLean County Recorder of Deeds Office; all in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Commencing at the southwest corner of the NW¼ of said Section 15 also being the southwest corner of Lot 5 in Re-Survey of the W½ of the NW¼ of said Section 15; thence N.02°-53'-43"W. 165.00 feet on the west line of said Lot 5 and west line of the NW¼ of said Section 15 to the Point of Beginning; thence continuing N.02°-53'-43"W. 540.53 feet on the west line of Lot 5 and 4, being the west line of the NW¼ of said Section 15; thence N.84°-51'-14"E. 415.42 feet to the west line of Lot 2 in Flatbush Subdivision, recorded as Document No. 2004-1254 in the McLean County Recorder of Deeds Office, lying 66 feet west of the centerline of the former Illinois Central Gulf Railroad Company's Amboy District main track and right of way; thence 05°-08'-46"W. 429.71 feet on said west line of Lot 2 in Flatbush Subdivision; thence S.87°-06'-17"W. 274.18 feet on the westerly line of said Lot 2 and westerly extension thereof parallel with the south line of Lot 3 in said Flatbush Subdivision; thence N.02°-53'-43"W. 49.98 feet to the south line of said Lot 3 in Flatbush Subdivision; thence S.87°-06'-17"W. 84.04 feet to the southwest corner of said Lot 3 in Flatbush Subdivision; thence N.02°-53'-43"W. 189.41 feet to the northwest corner of said Lot 3 in Flatbush Subdivision; thence N.88°-59'-48"E. 309.36 feet to the northeast corner of said Lot 3 in Flatbush Subdivision; thence N.05°-08'-46"W. 385.71 feet on the west line of Tri Lakes Road right of way as occupied and described in Deed Book 732, Page 241 and as vacated in Document No. 2017-13365 in the McLean County Recorder of Deeds Office, said west line lying 106 feet west of the centerline of the former Illinois Central Gulf Railroad Company's Amboy District main track and right of way; thence S.88°-17'-15"W. 334.10 feet to the west line of Lot 3 in Re-Survey of the W½ of the NW¼ of said Section 15, also being the west line of the NW¼ of Section 15; thence N.02°-53'-43"W. 480.92 feet on the west line of Lot 3 and Lot 2 in Re-Survey of the W½ of the NW¼ of Section 15, to the northeast corner of Lot 8 in School Commissioners Subdivision in the NE¼ of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian; thence N.02°-41'-19"W. 109.54 feet on the west line of Lot 2 in Re-Survey of the W½ of the NW¼ of Section 15 to the southerly right of way line of the former Peoria and Eastern Railway Company; thence S.57°-41'-19"E. 285.07 feet on said south right of way line of the former Peoria and Eastern Railway Company; thence S.62°-12'-59"E. 529.35 feet on said right of way line; thence southeasterly on said right of way line 836.14 feet on a curve concave to the southwest having a radius of 5,679.58 feet, central angle of 08°-26'-06" and chord of 835.39 feet bearing S.58°-06'-32"E. from the last described course to the north line of Lot 2 in Owner's Subdivision in the NW¼ of said Section 15 according to the Plat thereof recorded in Plat Book 9, Page 82 in the McLean County Recorder of Deeds Office; thence southeasterly 66.66 feet on a curve concave to the southwest having a central angle of 00°-40'-21", radius of 5,679.58 feet and a chord of 66.66 feet bearing S.56°-10'-13"E. from the chord of the last described arc to the east line of said Lot 2 in Owner's Subdivision; thence S.02°-31'-47"E. 920.11 feet to the south line of said Lot 2; thence S.87°-25'-14"W. 882.23 feet to the southwest corner of said Lot 2 on the east line of Lot 1 in said Flatbush Subdivision; thence N.05°-08'-46"W. 83.55 feet to the southeast corner of Lot 2 in said Flatbush Subdivision; thence S.84°-51'-14"W. 141.00 feet to the southwest corner of said Lot 2, also being the northeast

corner of Lot 1 in said Flatbush Subdivision; thence S.05°-08'-46"E. 577.73 feet on the west line of said Lot 1 and southerly extension thereof to south line of the said NW¼ of Section 15 lying 9.01 feet east of the southeast corner of Lot 5 in said Re-Survey of the W½ of the NW¼ of Section 15; thence S.87°-25'-14"W. 59.00 feet on the south line of said Lot 5 and south line of the NW¼ of Section 15; thence N.05°-08'-46"W. 165.17 feet; thence S.87°-25'-14"W. 353.06 feet to the Point of Beginning, containing 41.72 acres, more or less, with assumed bearings given for description purposes only.

PINs: 21-15-152-010, 21-15-151-018, 21-15-102-005, 21-15-102-006 and 21-15-151-020.



LYB
www.lybco.com

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Engineer License No. 000000000
Professional Surveyor License No. 000000000
200 North Main Street, Suite 200
Moline, IL 61201-3332

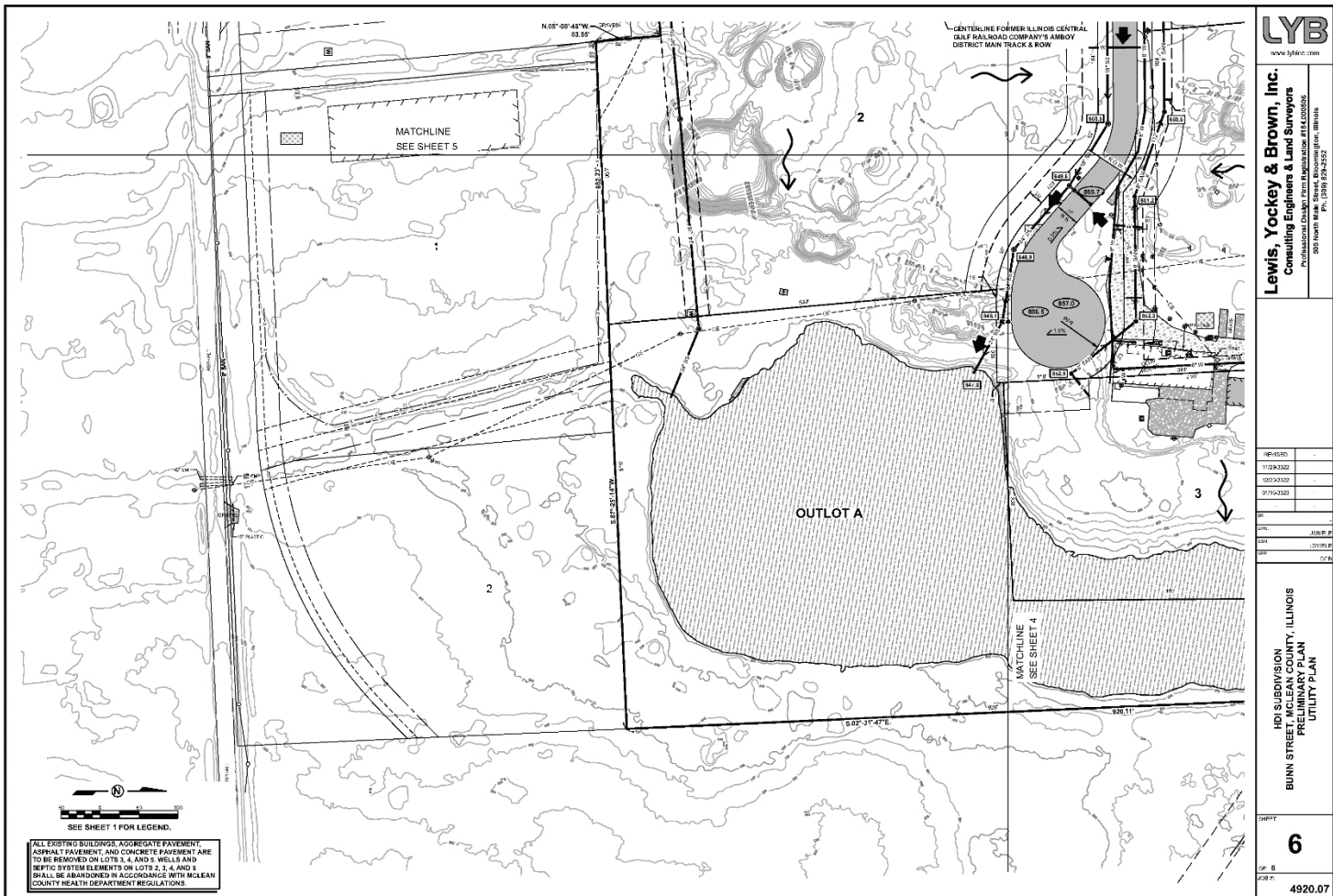
REVISED	DATE	BY	REASON
1/15/2010			
1/15/2010			
1/15/2010			
1/15/2010			

PROJECT NO. 4920.07
SHEET NO. 3 OF 6
DATE: 1/15/2010

HOI SUBDIVISION
BUNN STREET, MCLEAN COUNTY, ILLINOIS
PRELIMINARY PLAN
UTILITY PLAN

3

4920.07



LYB
www.lybinc.com

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #114-000805
385 South Main Street, Bloomington, Illinois
PH: (309) 249-2252

10/10/2020	
11/12/2020	
12/01/2020	
01/15/2021	
02/01/2021	
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12/01/2021	

HD SUBDIVISION
BUNN STREET, MCLEAN COUNTY, ILLINOIS
PRELIMINARY PLAN
UTILITY PLAN

6
4920.07



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: December 7, 2022

CASE NO: PS-06-22, Preliminary Plan for HDI Subdivision

REQUEST: Public hearing, review and action on a petition submitted by TKnTK, LLC, requesting approval of a Preliminary Plan for HDI Subdivision for the properties generally located near the intersection of E. Hamilton Road and Bunn Street. PIN(s): 21-15-152-010, 21-15-151-018, 21-15-102-005, 21-15-102-006 and 21-15-151-020.

BACKGROUND

Request

The Petitioner seeks approval of a Preliminary Plan for the properties generally located near the intersection of E. Hamilton Road and Bunn Street. The Petitioner seeks to develop a portion of this subdivision into a Solid Waste Disposal Facility. The property is currently located within the County and will not be annexed into the City of Bloomington, but the City has extraterritorial jurisdiction giving it purview for review and approval. The Petitioner will be reconfiguring the properties via final platting to ensure the location of the Solid Waste Disposal Facility complies with distance requirements for State permitting purposes. The petitioner has requested a waiver to allow for the construction of the street without sidewalks.

Property Characteristics

The subject properties, 6 lots and 1 outlot, contain approximately 40.92 acres of land which is currently developed and utilized as a recycling facility and asphaltic concrete plant. The Preliminary Plan indicates the creation of six lots (1-6) and one outlot (A). Access to the property will be available from Bunn Street and E. Hamilton Road. The surrounding properties are agriculturally (county), residentially, and commercially zoned. The properties to the south and east are located within the County.

Notice

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, November 21, 2022. Courtesy notices were mailed to 26 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1 (General Commercial)	Sports & Fitness Establishment, Artisanal/Craft Production and Retail, Vehicle Sales & Service, Retail Sales, General
South	M-2 (General Manufacturing, County) & A (Agricultural, County)	Solid Waste Disposal Facility, Farmland (Vacant) & Single-Family Dwellings
East	M-2 (General Manufacturing, County)	Vacant Land
West	R-4 (Manufactured Home Park)	Manufactured Homes

ANALYSIS

Compliance with the Comprehensive Plan

The proposed Preliminary Plan contributes to Goals ED-1.1 (Focus on retention and expansion of existing businesses), ED-1.2 (Leverage community assets in attracting business), and ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan.

The 2035 Comprehensive Plan's Future Land Use map identifies this area along Bunn Street and E. Hamilton Road as an employment center in the emerging areas. The Land Use Priorities map identifies portions this area as Tier-2 priority which is land immediately adjacent to the City's incorporated area, and with access to all City services.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Preliminary Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Preliminary Plan conforms with the standards and purpose of the Subdivision Code as listed in § 24-203A-L and discussed below.

Request for Second Amended Preliminary Plan for Interstate Business Park

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

The proposed subdivision has access to City utilities (water and sewer) for proper sanitation. A sanitary sewer agreement will be created between the City and the Petitioner, providing access to City sanitary sewer services. As part of this agreement the City will require the Petitioner to comply with City standards related to use provisions, landscaping, screening and other items to ensure the health, safety and general welfare of the surrounding property owners. Lot characteristics proposed by the subject Preliminary Plan are in compliance with the requirements of the M-2 (General Manufacturing) District and supportive of the prescribed site design and development intensities for this District.

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

The Comprehensive Plan identifies this area along Bunn Street and E. Hamilton Road as an employment center in the emerging areas. The Land Use Priorities map identifies portions this area as Tier-2 priority which is land immediately adjacent to the City's incorporated area, and with access to all City services.

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

The proposed subdivision will provide adequate separation between buildings, promoting light and air circulation. The configuration of the lots meets City requirements and will ensure overcrowding does not occur. The infrastructure indicated ensures efficient flow of traffic through the area. The proposed infrastructure has been reviewed and approved by the City's Public Works Department. Given the proposed development of the properties this area is not intended for pedestrian use. There would be concern for safety and security of pedestrians with the frequency and nature of vehicle traffic.

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

The lots indicated on the Preliminary Plan are currently zoned M-2 (General Manufacturing) within the County; they are adjacent to either commercial, residential, agricultural (County) or manufacturing zoned properties. The properties to the north and west have already been final platted and developed according to City B-1 and R-4 zoning standards. The properties to the south are within the County. Some have been final platted and developed as a Solid Waste Disposal Facility and Single-Family Dwellings, while the other properties have not been platted and are undeveloped farmland. The properties to the east are final platted and developed according to the M-2 County zoning standards. The uses permitted within the M-2 zoning will be in character with the existing uses surrounding the properties. This area is still undeveloped and is a mixture of City and County properties. This Preliminary Plan serves to identify only a piece of the overall development in the area which is to remain in the County.

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

The proposed subdivision and zoning are compatible with adjacent zoning and uses.

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

The properties have access to City services (water, sewer and streets). The Land Use Priorities map identifies portions of this property as a Tier 2 priority (land immediately adjacent to the City's incorporated area, and with access to all City services).

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

The lots proposed will have frontage off either Bunn Street or E. Hamilton Road. A new private street, constructed to city standards, is being proposed to run through the subdivision to provide additional access to the properties. The private street will have access via Bunn St. The location has been approved by Public Works. A waiver for providing no sidewalks as required per code has been requested. City Staff is not supportive of this request but is supportive of reducing the requirement from both sides of the street to one side of the street. There would be concern for safety and security of pedestrians with the frequency and nature of vehicle traffic. Staff recommendation will reflect this.

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

The Bloomington Subdivision Ordinance and Zoning Code ensure standards for design, subdivision and final platting; the proposed Preliminary Plan follows the required procedures and meets the standards identified within. The Petitioner has requested a waiver for sidewalks to not be **installed**. City Staff is supportive of a waiver permitting sidewalks on only one side of the street but not complete removal of sidewalks. Preliminary Plan will need to be changed to reflect staffs' recommendation, if approved.

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

The lots can be served by existing City police and fire services. The lots are served by Unit 5 School District. The Tier 2 Priority classification considers access to existing public infrastructure and services.

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

The County Land Use and Transportation Committee will hold a public hearing to review and approve the Host Agreement and review of siting criteria which stipulates the terms and conditions of the Host Agreement established with Henson Disposal and McLean County. The agreement covers, in detail, the operational aspects of the transfer facility and various control measures that the facility will be required to meet. The Committee will ensure the host agreement complies with the 2017 Solid Waste Management Plan Update. The Host Agreement and associated public hearing will ensure necessary measures be put in place to prevent air, water, and land pollution. In addition to the Host Agreement, the Illinois EPA will be issuing a pollution control facility permit. This permit also requires necessary measures be put in place to prevent air, water, and land pollution and requires natural resources be protected.

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

The property has already been modified from its natural states through use as a industrial facility and by neighboring commercial agriculture. Old growth and significant topography do not exist to protect.

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

The applicant has selected to subdivide and combine the property to ensure development occurs in a manner that meets the design and density requirements of the City's Zoning Code, except the requested waiver, thus ensuring the most efficient layout of the lot and future structures.

STAFF RECOMMENDATION

Staff finds that the request for approval of the Preliminary Plan conforms with the standards and purpose of the Subdivision Code and recommends that the Planning Commission take the following actions:

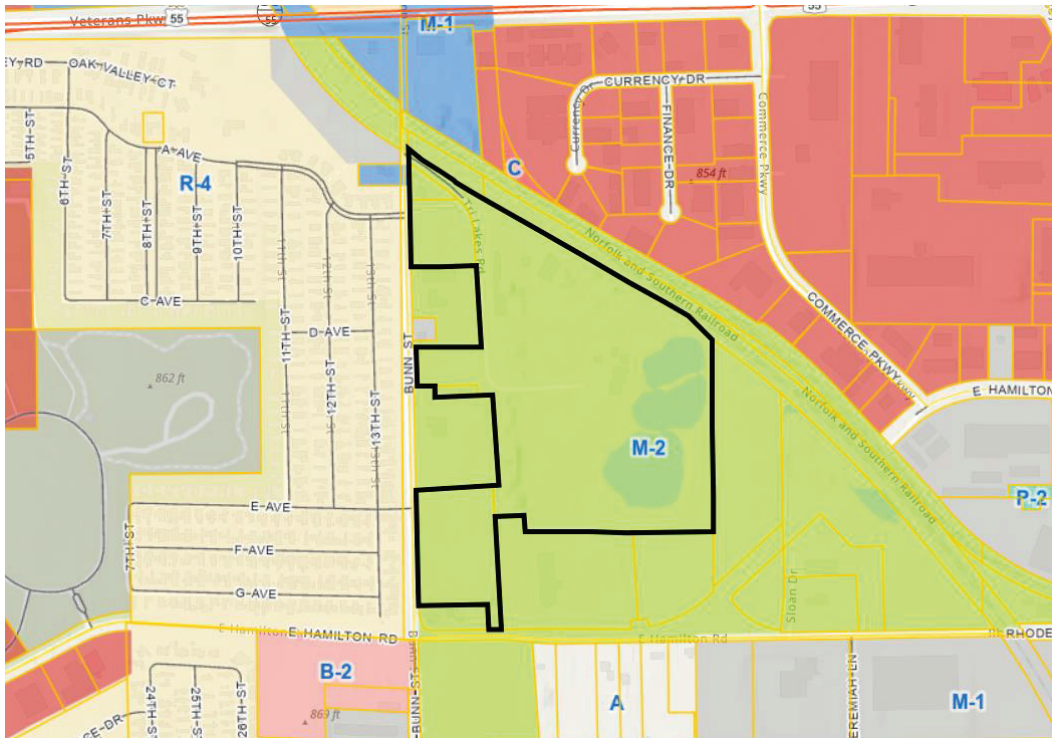
Motion to establish findings of fact that the proposed Preliminary Plan for the HDI Subdivision ***conforms with the standards and purpose of the Subdivision Code*** and recommend ***approval*** of the petition to City Council with the following waiver: to allow installation of a sidewalk on only one side of the street.

Respectfully submitted,
Glen Wetterow
City Planner

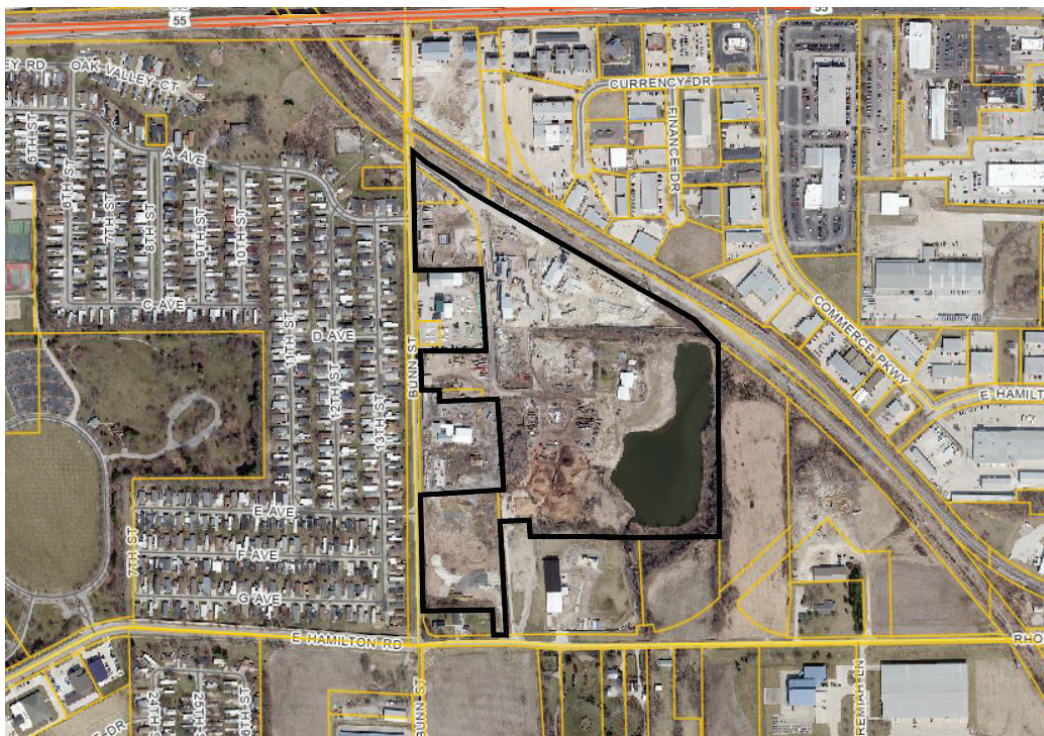
Attachments:

1. Zoning Map
2. Aerial Map
3. Ground-Level View(s)
4. Preliminary Plan for HDI Subdivision
5. Neighborhood Notice Map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Map



Attachment 3 - Ground Level Views





Attachment 4 - Preliminary Plan for HDI

Legal Description of Subject Premises

A part of Lot 1 in the Subdivision of the NW1/4 of Section 15, a part of Lot 2, 3, 4 and 5 in the Survey of the NW1/4 of Section 15, a part of Lot 2 in the Survey of the NW1/4 of Section 15, a part of the Illinois Central Gulf Railroad Company's abandoned freight right of way in the NW1/4 of Section 15, Lot 2 and 3 in Flatbush Subdivision in the NW1/4 of Section 15, all of the Tri Lakes Road right of way in the NW1/4 of Section 15 located in Document No. 2011-13305 in the McLean County Recorder of Deeds Office; all in Township 23 North, Range 2 East of the Third Principal Meridian, 10th and 11th in the McLean County Recorder of Deeds Office. Commencing at the southeast corner of the NW1/4 of said Section 15, also being the southeast corner of Lot 5 in the Survey of the NW1/4 of said Section 15, thence N.82°-53'-43"W, 183.00 feet to the west line of said Lot 5 and west line of the NW1/4 of said Section 15 to the Point of Beginning; thence continuing N.82°-53'-43"W, 540.53 feet on the west line of Lot 5 and 4, being the west line of the NW1/4 of said Section 15, thence N.84°-51'-14"E, 415.42 feet to the west line of Lot 2 in Flatbush Subdivision; recorded as Document No. 2004-1254 in the McLean County Recorder of Deeds Office, lying 85 feet west of the centerline of the former Illinois Central Gulf Railroad Company's freight right of way track and right of way; thence S.82°-53'-43"W, 425.71 feet on said west line of Lot 2 in Flatbush Subdivision; thence S.87°-05'-17"W, 274.18 feet on the westerly line of said Lot 2 and westerly extension thereof parallel with the south line of Lot 3 in said Flatbush Subdivision; thence N.82°-53'-43"W, 45.08 feet to the south line of said Lot 3 in Flatbush Subdivision; thence S.87°-05'-17"W, 84.04 feet to the southeast corner of said Lot 3 in Flatbush Subdivision; thence N.82°-53'-43"W, 189.41 feet to the northwest corner of said Lot 3 in Flatbush Subdivision; thence N.87°-05'-47"E, 308.38 feet to the northeast corner of said Lot 3 in Flatbush Subdivision; thence N.82°-05'-45"W, 305.71 feet on the west line of Tri Lakes Road right of way as occupied and described in Deed Book 732, Page 241 and as located in Document No. 2011-13305 in the McLean County Recorder of Deeds Office, said west line lying 105 feet west of the centerline of the former Illinois Central Gulf Railroad Company's freight right of way track and right of way; thence S.88°-17'-10"W, 234.10 feet to the west line of Lot 3 in the Survey of the NW1/4 of the NW1/4 of said Section 15, also being the west line of the NW1/4 of Section 15, thence N.82°-53'-43"W, 488.82 feet on the west line of Lot 3 and Lot 2 in the Survey of the NW1/4 of the NW1/4 of said Section 15, to the northeast corner of Lot 8 in School Commencement Subdivision in the NW1/4 of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian; thence N.82°-41'-10"W, 109.54 feet on the west line of Lot 2 in the Survey of the NW1/4 of the NW1/4 of Section 15 to the southerly right of way line of the former Peoria and Eastern Railway Company; thence S.57°-41'-19"E, 285.07 feet on said south right of way line of the former Peoria and Eastern Railway Company; thence S.87°-12'-30"E, 520.20 feet on said right of way line; thence southeasterly on said right of way line 526.14 feet on a curve concave to the southeast having a radius of 5,875.50 feet, central angle of 0°-25'-06" and chord of 525.39 feet bearing S.87°-06'-21"E, from the last described corner to the north line of Lot 3 in the Survey of the NW1/4 of said Section 15 according to the Plat thereof recorded in Plat Book 8, Page 82 in the McLean County Recorder of Deeds Office; thence southeasterly 85.65 feet on a curve concave to the southeast having a central angle of 0°-40'-11", radius of 5,875.50 feet and a chord of 85.65 feet bearing S.86°-13'-17"E, from the chord of the last described arc to the east line of said Lot 2 in the Survey of the NW1/4 of said Section 15, thence S.87°-05'-17"W, 305.11 feet to the south line of said Lot 2; thence S.87°-05'-17"W, 662.23 feet to the southeast corner of said Lot 2 on the east line of Lot 1 in said Flatbush Subdivision; thence N.82°-05'-45"W, 83.55 feet to the southeast corner of Lot 2 in said Flatbush Subdivision; thence S.84°-51'-14"E, 141.00 feet to the southeast corner of said Lot 2, also being the northeast corner of Lot 1 in said Flatbush Subdivision; thence S.87°-05'-47"E, 377.73 feet on the west line of said Lot 1 and southerly extension thereof to south line of the NW1/4 of Section 15 lying 5.01 feet east of the southeast corner of Lot 3 in said Flatbush Subdivision of the NW1/4 of Section 15, thence S.87°-05'-17"W, 38.00 feet on the south line of Lot 5 and south line of the NW1/4 of Section 15, thence N.82°-05'-45"W, 155.17 feet; thence S.87°-05'-17"W, 303.08 feet to the Point of Beginning, containing 41.72 acres, more or less, with assumed bearings given for description purposes only.

OWNER: TKITX, LLC
2148 TRI LAKES ROAD
BLOOMINGTON, IL 61704
ATTN: TOM KIRK
PHONE: 309.261.6893

DEVELOPER: HENSON DISPOSAL, LLC
2148 TRI LAKES ROAD
BLOOMINGTON, IL 61704
ATTN: TOM KIRK
PHONE: 309.261.6893

ATTORNEY: RICHARD M. GUERARD, ESQ.
310 S. COUNTY FARM ROAD, SUITE H
WHEATON, IL 60187-2406
ATTN: RICHARD M. GUERARD
PHONE: 630.696.4700

LEGEND

- BOUNDARY OF SUBJECT PREMISES
- 1/4" HIGH ROD SET
- 1/4" HIGH ROD FOUND
- EASEMENT LIMITS
- CORPUS VITI BUILDING
- EXISTING FENCE
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY SEWER
- EXISTING HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER MAIN MANHOLE
- EXISTING WATER MAIN
- EXISTING STORM MANHOLE
- EXISTING STORM INLET
- EXISTING STORM SEWER
- UTILITY POLE
- GUY ANCHOR
- HANDHOLE
- TELEPHONE PEDestal
- FIBER VAULT
- OVERHEAD ELECTRIC
- GAS VALVE
- GAS MANHOLE
- GAS
- SAN
- MANHOLE
- AIR CONDITIONING UNIT
- SATELLITE DISH
- EXISTING BOLLARD
- WOODEN POST
- GATE POST
- SEPTIC TANK
- CISTERN
- LANDSCAPED AREA
- DECIDUOUS TREE
- EXISTING GARAGE
- EXISTING DRIVE
- EXISTING ASPHALT
- EXISTING WATER
- EXISTING COUNTRY
- EXISTING FLOOD ROUTE
- FRONT YARD SETBACK - 40' TYPICAL
- PROPOSED EASEMENT LIMITS
- PROPOSED EXISTING INVERT
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED HYDRANT
- PROPOSED WATER VALVE
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- PROPOSED LIGHT POLE
- PROPOSED PAVEMENT ELEVATION
- PROPOSED PAVEMENT SLOPE
- PROPOSED FLOOD ROUTE

**PRELIMINARY PLAN
HDI SUBDIVISION**

A PART OF THE NW1/4 OF SECTION 15, T.23N., R.2E.,
3 P.M., McLEAN COUNTY, ILLINOIS

**LOCATION MAP
NO SCALE**

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE COMMITTEE OF THE MCLEAN COUNTY BOARD

NOTICE IS HEREBY GIVEN THAT THE PRELIMINARY PLAN OF THE SUBDIVISION SHOWN HEREON IS RECOMMENDED BY THE COMMITTEE OF THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, FOR COUNTY BOARD APPROVAL, WITH THE MODIFICATIONS (IF ANY) AS NOTED IN ATTACHMENT A WHICH IS ATTACHED HERETO.

THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS

DATE: _____, 20__

BY: _____, CHAIRPERSON

BY: _____, SECRETARY

ATTEST BY: _____, COUNTY CLERK

DATE: _____, 20__

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS

NOTICE IS HEREBY GIVEN THAT THE PRELIMINARY PLAN OF THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE COUNTY BOARD, AND UPON COMPLIANCE BY THE SUBDIVIDER WITH THE REQUIREMENTS OF COMPLETION, THE APPROVAL OF THE PRELIMINARY PLAN AND WITH OTHER REQUIREMENTS AND REGULATIONS THAT MAY BE REQUIRED, AS NOTED ON ATTACHMENT A WHICH IS ATTACHED HERETO, THE COUNTY BOARD WILL RECEIVE THE FINAL PLAN OF SUCH SUBDIVISION OR PORTION THEREOF FOR CONSIDERATION THEREAFTER BY THE SUBDIVIDER IN SUCH FORM AND WITHIN SUCH TIME AS REQUIRED BY THE RESOLUTION.

THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS

BY: _____, COUNTY BOARD CHAIRMAN

DATE: _____, 20__

ATTEST BY: _____, COUNTY CLERK

DATE: _____, 20__

PRELIMINARY PLAN NOTES:

- THIS SUBJECT PROPERTY CONTAINS 41.72 ACRES WHICH IS ZONED R-2 IN MCLEAN COUNTY. THE SUBDIVISION SHALL COMPLY WITH ALL CITY, COUNTY, AND STATE REQUIREMENTS FOR ZONING, INCLUDING BUT NOT LIMITED TO, THE CITY OF BLOOMINGTON ZONING ORDINANCE, THE CITY OF BLOOMINGTON SUBDIVISION MAP ACT, AND THE ILLINOIS SUBDIVISION ACT. THE CITY OF BLOOMINGTON ZONING ORDINANCE, THE CITY OF BLOOMINGTON SUBDIVISION MAP ACT, AND THE ILLINOIS SUBDIVISION ACT SHALL BE APPLIED TO THIS PROJECT.
- TOPOGRAPHIC INFORMATION IS SHOWN AT ONE-HUNDRED (100') HORIZONTAL INTERVALS, AS DETERMINED BY AERIAL PHOTOGRAPHY. ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL.
- LOCATIONS OF THIS PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 17130868B, REVISED JULY 16, 2008.
- HDI COUNTRY WILL BECOME A PUBLIC STREET UPON APPROVAL OF CONSTRUCTION AND ACCEPTANCE FOR MAINTENANCE BY MCLEAN COUNTY.
- PROPOSED SANITARY SEWERS AND WATER MAINS WILL BECOME A PUBLIC FACILITY UPON APPROVAL OF CONSTRUCTION AND ACCEPTANCE FOR MAINTENANCE BY THE CITY OF BLOOMINGTON.
- PROPOSED STORM SEWERS WILL BECOME A PUBLIC FACILITY UPON APPROVAL OF CONSTRUCTION AND ACCEPTANCE FOR MAINTENANCE BY MCLEAN COUNTY.
- PROPOSED OUTLET A WILL BECOME A PRIVATE STORM WATER DETENTION FOR LOTS 1-4 AND IN PART FOR LOT 5, LOT 6, AND 7. A STORM WATER DETENTION BASIN SHALL BE PROVIDED BY THE SUBDIVIDER. THE SUBDIVIDER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE STORM WATER DETENTION BASIN. THE SUBDIVIDER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE STORM WATER DETENTION BASIN. THE SUBDIVIDER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE STORM WATER DETENTION BASIN.
- THE SUBJECT PREMISES ARE ADJACENT TO THE CORPUS VITI OF THE CITY OF BLOOMINGTON. PUBLIC IMPROVEMENTS, INCLUDING STORM WATER DETENTION REQUIREMENTS AND FINAL PAVEMENT DESIGN, WILL BE THE CITY OF BLOOMINGTON'S RESPONSIBILITY. THE CITY OF BLOOMINGTON WILL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE STORM WATER DETENTION BASIN. THE CITY OF BLOOMINGTON WILL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE STORM WATER DETENTION BASIN.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	COMPREHENSIVE PLAN
3	UTILITY PLAN

BENCHMARKS:

NO.	DESCRIPTION	ELEVATION
1	TIFH @ SW CORNER BUNNHAMILTON	866.01
2	SPINDLE SET IN PP - N SIDE OF PARKING AREA WEST OF TRI LAKES CLUBHOUSE BUILDING	852.84

THIS PRELIMINARY PLAN WAS PREPARED BY LEWIS, YOCKEY & BROWN, INC., 805 NORTH MAIN STREET, BLOOMINGTON, ILLINOIS 61701-1000.

DATE: 08/06/2012

BY: [Signature]

DATE: 08/06/2012

BY: [Signature]

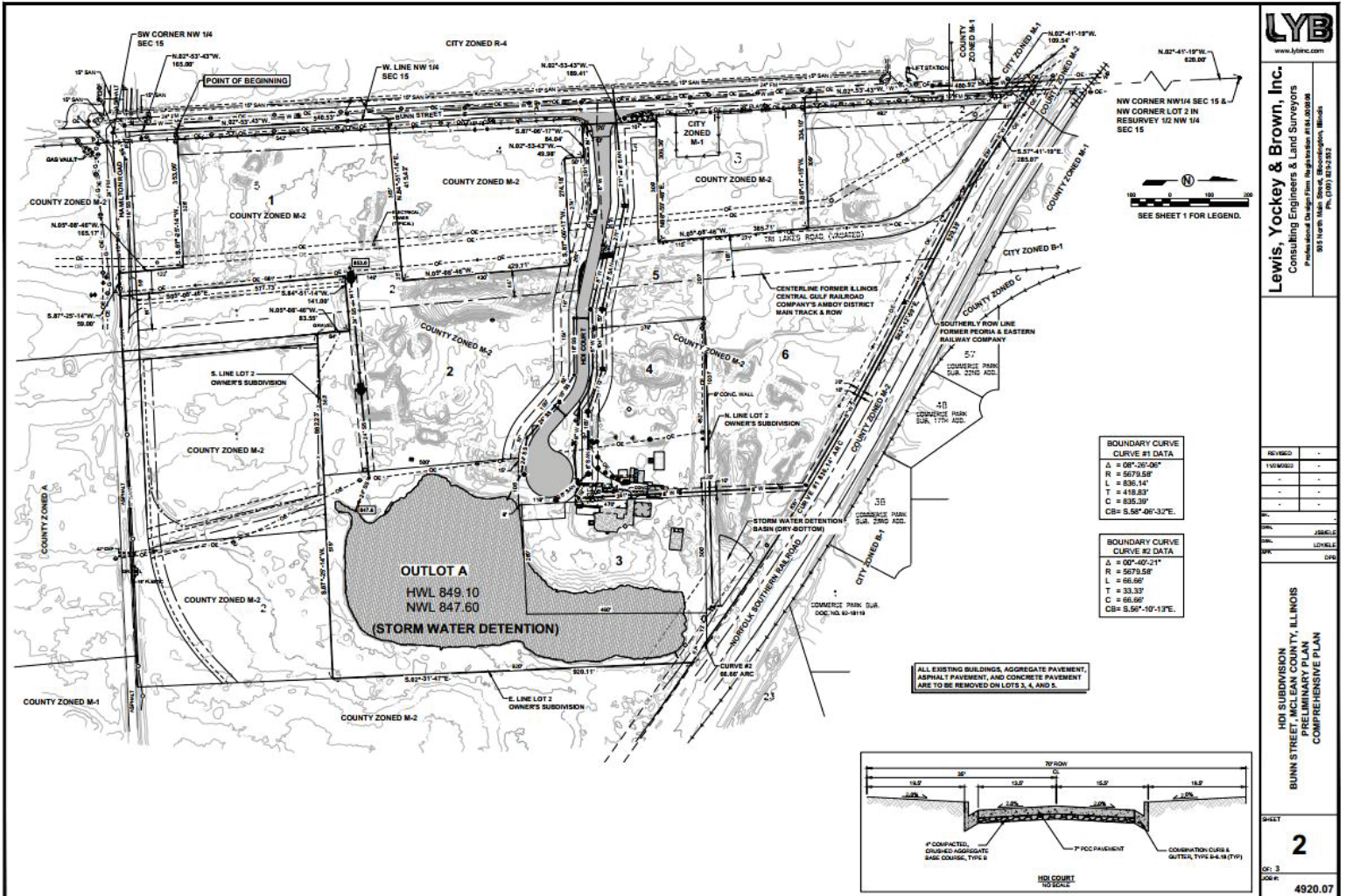
LEWIS, YOCKEY & BROWN, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

PROFESSIONAL LAND SURVEYOR NO. 0114, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

REVISIONS

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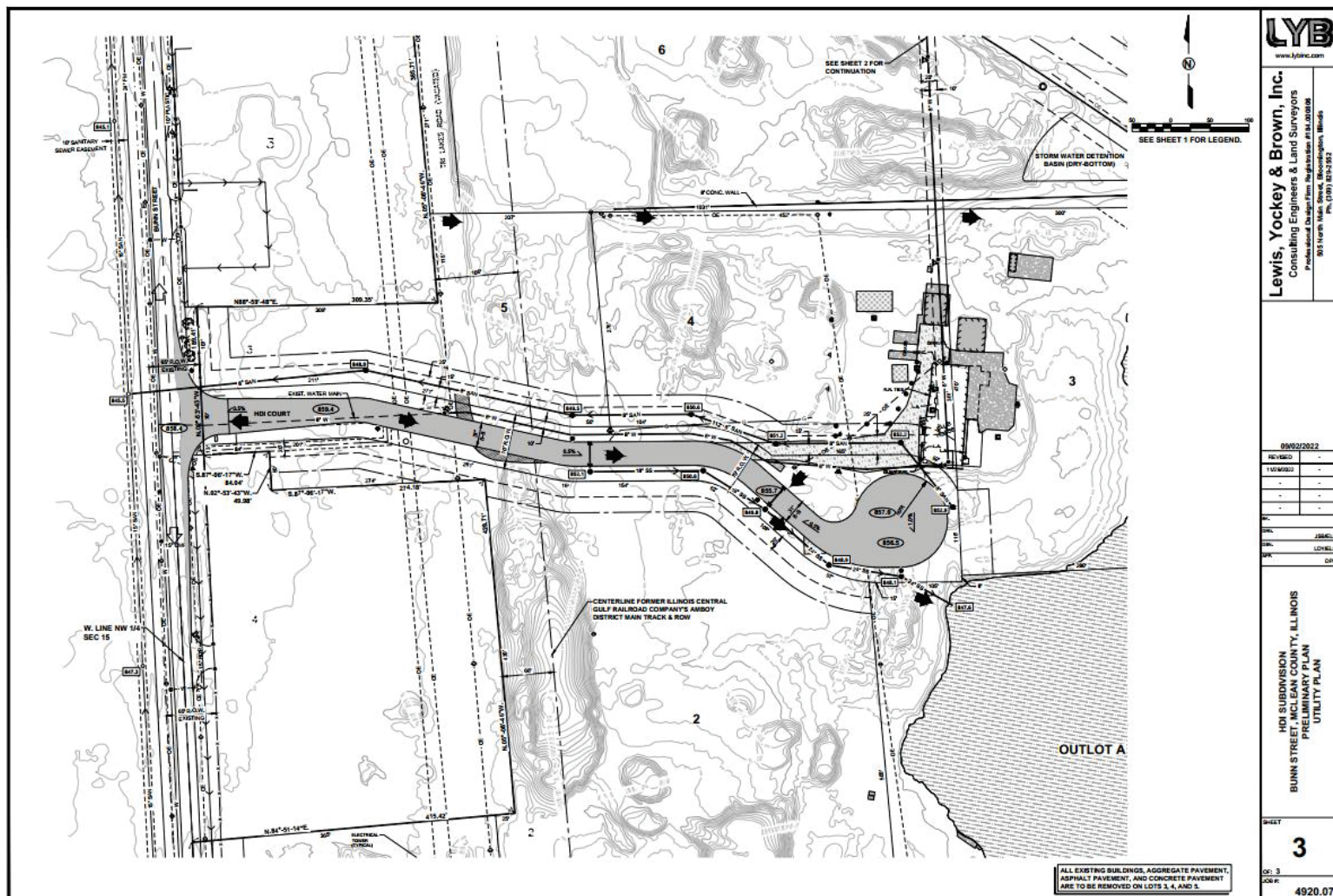


Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Office: 1000 North Lincoln Street, Suite 100, Springfield, Illinois 62761
Phone: (217) 522-2222

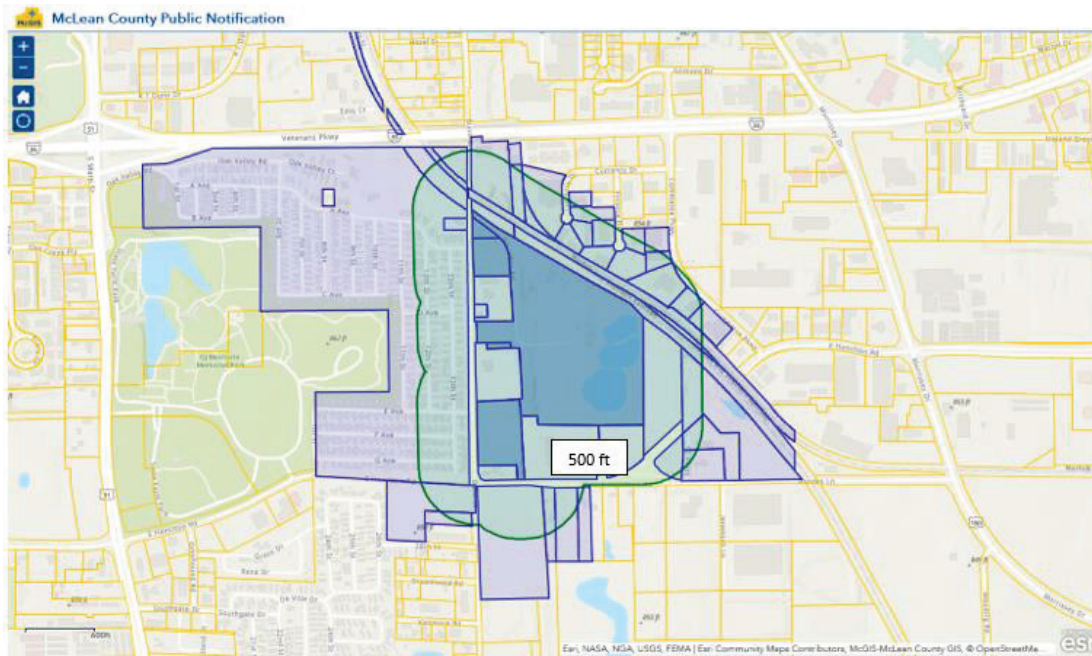
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BY	LDH/BJL
CHK	LDH

HDI SUBDIVISION
MCLEAN COUNTY, ILLINOIS
PRELIMINARY PLAN
COMPREHENSIVE PLAN

DATE
2
4920.07



Attachment 5 - Neighborhood Notice Maps



F. PS-06-22 Public hearing, review and action on a petition submitted by TKnTK, LLC, requesting approval of a Preliminary Plan for HDI Subdivision for the properties generally located near the intersection of E. Hamilton Road and Bunn Street. PIN(s): 21-15-152-010, 21-15-151-018, 21-15-102-005, 21-15-102-006 and 21-15-151-020.

City Staff, Mr. Wetterow presented the report with a recommendation for approval. Mr. Wetterow highlighted the location of the property and noted the uses located on the neighboring properties. Mr. Wetterow emphasized the purposed of the Preliminary Plan was to ensure the properties were subdivide and combined in a manner to facilitate in the development of the property, specifically for the development of a solid waste transfer station on one of the properties to the rear. The subdivision of the property ensures the proper separation from the proposed use and residential properties which is required for a license the Petitioner is seeking from the State. Mr. Wetterow noted that some of the existing buildings on the properties will be either demolished or modified to accommodate the solid waste transfer station. Mr. Wetterow reiterated the solid waste transfer station would be developed on the property furthest to the east which is the farthest away from the residential uses along Bunn Street and Hamilton Street. Mr. Wetterow noted the review of this Preliminary Plan was focused on standards for a Preliminary Plan. The siting of the solid waste transfer station will be handled via a siting hearing which the County will host so any concerns related to the use would be more appropriately addressed at that meeting. Mr. Wetterow highlighted this property is not within the city limits and is not going to be annexed into the City. The City only has purview for approving the Preliminary Plan because it falls within the extraterritorial jurisdiction (ETJ) of the City. The City only has oversight on the layout of the property. Mr. Wetterow noted the Petitioner made a request to not provide any sidewalks but after consulting with Public Works Staff it was determined sidewalks need to be installed on at least one side of the street. The recommendation to the Commission reflects the installation of sidewalks on one side of the street.

Vice-Chair Boyd asked if there were any questions from the Commission. There were none, so he opened the public hearing on case PS-06-22 and asked if the Petitioner was present to speak on the case.

Tom Kirk (Bloomington, IL), spoke on behalf of the petition. Mr. Kirk noted the acronym TKnTK stands for Tim Kirk and Tom Kirk. They are both fifty percent owners of that business. Mr. Kirk also noted that he and his brother, Tim Kirk, also own Henson Disposal who provides trash service to those individuals not living in Bloomington or Normal. They have roughly 4,000 customers and one of the properties they use for this business is indicated on the Preliminary Plan and will be where they expand the business. Mr. Kirk noted the property is in the County and he has owned it for roughly 15 years. What he needed for the proposed business was a road, so they are subdividing the property to allow for the construction of the road leading back to the properties. A total of six lots will be created and will continue to be used by his company. The road being proposed is being designed to City specifications because at one point he was looking to annexa into the City but is no longer desiring to yet kept the road design standards the same. Mr. Kirk noted he has spent a lot of time and money on this project and is working with a lot of professionals to make sure the project is done correctly. Mr. Kirk believes the Preliminary Plan meets all of the requirements requested of them by the Code.

DRAFT

MEETING MINUTES

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Mr. Kirk noted the reasoning behind the request for the waiver to provide no sidewalks is safety related. Mr. Kirk does not want to encourage foot traffic on these properties. This area is going to be an industrial park with a lot of larger vehicles and heavy machinery moving around the area and on the road. He does not want people walking back into this area. He wants individuals to come back into this area in a vehicle, not on foot.

There were no questions from the Commission.

No additional testimony was received. Vice-Chair Boyd closed the public hearing on case PS-05-22 and opened up discussion within the Commission.

Vice-Chair Boyd noted that the old Code only required a sidewalk on one side, but the Commission requested that be changed to two in the new Code. The Petitioner's reasoning for the request makes sense to Vice-Chair Boyd and asked Staff if they had anything else to add as to why Public Works staff requested there be at least one sidewalk. Was the request a compromise? Mr. Wetterow stated the request for one sidewalk was deemed to be an appropriate compromise to the requested waiver.

There were no further discussions so Vice-Chair Boyd asked if there was a motion for approval.

Commissioner Krieger made a motion to establish findings of fact that the Preliminary Plan for the HDI Subdivision conforms with the standards and purpose of the Subdivision Code and recommend approval of the petition to City Council with the following waiver: to allow installation of a sidewalk on only one side of the street. The motion was seconded by Commissioner Danenberger.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Present, Ms. Beyer - Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Mr. Wetterow noted that the case will go before City Council on January 23, 2023.

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MEETING MINUTES

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

WEDNESDAY, NOVEMBER 2, 2022

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REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: January 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Fiscal Year 2024 John M. Scott Health Care Trust Grant Awards and Programmatic Agreements, in the amount of \$712,364.68 for Category I and II Grants, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The John M. Scott Health Care Commission ("Commission") is pleased to provide the following funding recommendations and information for Fiscal Year 2024 ("FY24"). The Commission oversees a grant program focused on funding healthcare related projects and programs within McLean County. Community members served with John M. Scott Health Care Trust ("Trust") funds must be McLean County residents and have an annual household income at or below 185% of the Federal Poverty Line. Grants are divided into three categories: Category I-General Operating Grants; Category II-Community Health Priority Grants; and Category III-Emergent and Emergency Need Grants. Category I Grants operate on a three-year funding cycle while the Category II and Category III Grants operate on an annual or rolling funding cycle. The Commission provides a capital and program option for Category II Grants.

The FY24 Trust Grant Program's Request for Proposals ("RFP") for Category II Grant funding was released in September 2022 with applications accepted through October 2022. Marketing for this grant opportunity was conducted through email communications, the PATH-O-GRAM publication, a press release, and a social media announcement on a City account. The Commissioners and City staff also marketed this opportunity through professional connections. A community meeting for the FY24 grant cycle was held on September 8, 2022, to provide an overview of the FY24 RFP and answer questions from potential applicants.

Overall, 33 Category II applications requesting a total of \$1,571,274.47 were received by the submission deadline. The aggregate amount of funds requested represents an increase of \$329,445.61 (26.52%) compared to Fiscal Year 2023 ("FY23"). Of the aggregate request, \$520,497.04 was requested for Category II-Capital projects and \$1,050,777.43 was requested for Category II-Program projects. This represents an increase of \$142,573.18 (37.73%) for Category II-Capital requests and an increase of \$186,872.43 (21.63%) for Category II-Program requests compared to FY23. There were 9 Category II-Capital requests

and 24 Category II-Program requests for FY24.

Before the John M. Scott Health Care Commission Grants Committee ("Grants Committee") held meetings to evaluate the FY24 applications, each application was scored by a combination of Commission Members, Ad Hoc Commission Committee Members, and community members with a relevant background (i.e., grant management, construction, healthcare, social services, etc.). 17 community members assisted the Commission with scoring in this grant cycle. Scoring was accomplished online via the City's grant management platform (Neighborly Software) over a three-week period. All applications were scored based on a standardized scoring criteria that was made available to applicants with the launch of the RFP.

Over the course of four meetings, the Grants Committee met to discuss and evaluate the applications submitted. Each application was evaluated by the Committee based on the average (or median) score received, project or program compliance with Trust's legal requirements, project or program effectiveness, community needs, previous performance as a grantee, coherence with Trust's strategic objectives, and funding constraints. Due to degraded stock market performance compared to previous years, the aggregate funding limit approved by the Commission is lower than the amount of funding provided in FY23. The Grants Committee directed City staff to request additional information from applicants when desired and develop funding options based on Grants Committee feedback and discussion as the evaluation process continued. Site visits were conducted by City staff and Grants Committee Members at the request of applicants or the Grants Committee. The Grants Committee voted to approve the FY24 funding recommendations on December 20, 2022. The full John M. Scott Health Care Commission voted to approve the funding recommendations on December 28, 2022.

Applications were not selected for funding due to a variety of reasons. Applicants, funded or not funded in FY24, will receive feedback from the Commission on their application to help organizations improve their applications for future submission. This is not a common practice with most federal or state grants, but the Commission believes that this feedback will help strengthen these organizations. Some of the barriers to funding for FY24 applications are listed below:

- Funds were requested for administrative functions and not related to health care programs that meet the needs of McLean County residents.
- Planned activities did not address health care related issues.
- No connection to the Community Health Needs Assessment (CHNA) or Community Health Improvement Plan (CHIP) was identified.
- Budgeted items in the application were of concern and did not meet Trust objectives.
- The applicant did not, or could not, clearly demonstrate how funds would be limited to McLean County residents with an annual income at or below 185% of the Federal Poverty Line.
- An applicant's program or project did not fit within FY24 fiscal constraints.
- The targeted service population was not clearly identified or was inconsistent with other aspects of the application.

The John M. Scott Health Care Commission is recommending that the City Council (Trustee) approve \$712,364.68 in funding for Category I and Category II Grants for FY24. This will be the second year of funding for the three-year Category I awards approved by City Council on

February 28, 2022. The full slate of FY24 award recommendations is shown within the [EC&D 1C Fiscal Year 2024 Award Recommendation Breakdown](#) attachment.

Combined, the Category I and II Grants listed above represent 90.12% of the Trust's proposed FY24 budget. The remaining amount covers administrative costs for City staff and Category III Grants. A continued priority for the Commission has been to ensure as much grant funding is available as possible while providing adequate financial support for City staff and other administrative functions.

This funding recommendation represents an incredible investment in our community and a continued testament to the legacy of Judge John M. Scott's vision for a more equitable community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Marketing for this grant funding opportunity was conducted through email communications, the PATH-O-GRAM publication, a press release, and a social media announcement on a City account.

FINANCIAL IMPACT: The award of Fiscal Year 2024 ("FY24") John M. Scott Health Care Trust ("Trust") grants have no impact on the City General Fund. Awards are made from the net proceeds of Trust investments. Additionally, Trust funds cover related administrative costs including a portion of the time for Economic and Community Development Department staff. If approved, the FY24 grant awards, totaling \$712,364.68, will be paid from John M. Scott Health Care Trust Grant Program accounts 72102100-79130-59000 (\$250,000.00) and 72102100-79130-59100 (\$462,364.68). These funds are included in the FY24 John M. Scott Health Care Trust Proposed Budget.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: CWB-2.1: Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community; CWB-3: Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities; and CWB-3.2: Support coordination and integration of behavioral health services for all residents.

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[EC&D 1B Resolution](#)

[EC&D 1C Fiscal Year 2024 Award Recommendation Breakdown](#)

RESOLUTION NO. 2023 - ____

**A RESOLUTION APPROVING THE FISCAL YEAR 2024 JOHN M. SCOTT HEALTH CARE TRUST
GRANT AWARDS AND PROGRAMMATIC AGREEMENTS, IN THE AMOUNT OF \$712,364.68
FOR CATEGORY I AND II GRANTS**

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission (“Commission”) reviewed various grant applications and proposals for distribution in FY2024 and is recommending the Trustee award the grants set forth in this resolution.

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

Section 1. That the recitals set forth above are incorporated herein as if fully set forth in this paragraph 1.

Section 2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust, hereby approves the following grants be made in FY2024: Category I - Community Health Care Clinic (\$125,000.00) and McLean County Center for Human Services (\$125,000.00); Category II - Community Health Care Clinic (\$19,000.00)*, Marcfirst (\$15,000.00)*, Marcfirst (\$24,619.00), Community Health Care Clinic (\$25,000.00), Center for Healthy Lifestyles at OSF St. Joseph Medical Center (\$15,000.00), Faith in Action (\$25,000.00), Milestones Early Learning Center and Preschool (\$28,128.00), The Center for Youth and Family Solutions (\$32,253.00), Project Oz (\$42,277.00), Living Well United (\$10,000.00), Bloomington-Normal YMCA (\$30,000.00), Promise Council (\$10,000.00), McLean County Health Department (\$15,000.00), INtegrity Counseling, Inc. (\$20,000.00), YWCA McLean County (\$15,932.68), OSF Health Care System (\$15,000.00), ABC Counseling and Family Services/Boys and Girls Club of Bloomington-Normal (\$40,000.00), YouthBuild McLean County (\$40,000.00), West Bloomington Revitalization Project (\$30,000.00), and Girl Scouts of Central Illinois (\$10,155.00). (*Denotes Capital Grants)

Section 3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor, on behalf of the Trustee, to execute the programmatic agreements assigned to each grant.

Section 4. Effectiveness. This Resolutions shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 23rd day of January 2023.

APPROVED this ____ day of January 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Fiscal Year 2024 John M. Scott Health Care Trust Award Recommendations

Category	Applicant	Request Description	FY24 Funding
Category I	Community Health Care Clinic	General Operating Grants	\$125,000.00
Category I	McLean County Center for Human Services	General Operating Grants	\$125,000.00
CATEGORY I TOTAL			\$250,000.00
Category II-Capital	Community Health Care Clinic	Dental Software and Other Dental Equipment	\$19,000.00
Category II-Capital	Marcfirst	Pediatric Sensory Play and Interactive Equipment	\$15,000.00
CATEGORY II-CAPITAL TOTAL			\$34,000.00
Category II-Program	Marcfirst	Pediatric Therapy	\$24,619.00
Category II-Program	Community Health Care Clinic	Dental Clinic	\$25,000.00
Category II-Program	Center for Healthy Lifestyles at OSF St. Joseph Medical Center	OSF SmartMeals Program	\$15,000.00
Category II-Program	Faith in Action	Senior Transportation and Support Services	\$25,000.00
Category II-Program	Milestone Early Learning Center and Preschool	Healthy Eating Program	\$28,128.00
Category II-Program	The Center for Youth and Family Solutions	Child, Adolescent, and Family Behavioral Health Services	\$32,253.00
Category II-Program	Project Oz	Transitional Living Program for Homeless Youth	\$42,277.00
Category II-Program	Living Well United	Senior Center for Rural McLean County	\$10,000.00
Category II-Program	Bloomington-Normal YMCA	Healthy Kids University Program	\$30,000.00
Category II-Program	Promise Council	Student Health Care Program	\$10,000.00
Category II-Program	McLean County Health Department	Dental Program Equipment	\$15,000.00
Category II-Program	INtegrity Counseling, Inc.	Counseling Program	\$20,000.00
Category II-Program	YWCA McLean County	Child Healthy Living Program	\$15,932.68
Category II-Program	OSF Health Care System	Senior Nutrition Program	\$15,000.00
Category II-Program	ABC Counseling and Family Services/Boys and Girls Club of Bloomington-Normal	Youth Mental Health Services	\$40,000.00
Category II-Program	YouthBuild McLean County	Mental Health Services and Interventions	\$40,000.00
Category II-Program	West Bloomington Revitalization Project	Bike Co-Op	\$30,000.00
Category II-Program	Girl Scouts of Central Illinois	Social Emotional Learning Program	\$10,155.00
CATEGORY II-PROGRAM TOTAL			\$ 428,364.68



REGULAR AGENDA ITEM NO. 8.F

COR WOUNWL: January 23, 2023

P ARD IMSAWTED: City-Wide Impact

BUFJEW: Consideration and Action on a Resolution Adopting the City Council Retreat Final Report Identifying Strategic Priorities and Associated Milestones as Compiled by Strategic Government Resources, as requested by the Administration Department.

REWOMMENED MOTION: The proposed Resolution be adopted.

BSTRATEGIWSLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

BSTRATEGIWSLAN BIGNICIWANWE:

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

Objective 5b. City decisions consistent with plans and policies

FAWKGROUND: The Bloomington City Council met in a Council Retreat September 9-10, 2022 to create a strategic plan for the City where the following strategic priorities were identified:

1. Improve Infrastructure
2. Revitalize Older Communities
3. Emphasize Economic Development
4. Promote Housing Diversity
5. Improve Efficiency in Service Delivery
6. Enhance Public Safety and Well-Being

Strategic milestones were also identified for each priority. Strategic Government Resources, the firm which facilitated the Retreat and compiled the results found in the attached draft Report, recommends that the Report be adopted as a next step to implementation. Consideration of the proposed Resolution is for formal adoption of the Report. Following adoption, staff will work with Council to develop a strategic work plan driven by the identified priorities. Development of said plan will include regular public updates.

Note, staff made minimal changes to the Report based on Council comments.

WOMMUNITY GROUSB/INTEREBTED SERBONB WONTAWTED: N/A

CINANWAL IMSAWT: Priorities will have to be funded through the City's Budget cycle annually.

AMERIWAN REBWUE SLAN CUNDING IMSAWT: It is possible that ARPA funds could be used for the implementation of initiatives supporting Council priorities.

COMMUNITY DEVELOPMENT IMSAW: This request meets the following goals and objectives of the Floomington Womprehensive Slan 2035: The creation of a work plan as driven by the Report will lead to the continued growth and development of the community.

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager

ATTAWHMENTB:

[ADM 3B Resolution](#)

RESOLUTION NO. 2023 - ____

A RESOLUTION ADOPTING THE CITY COUNCIL RETREAT FINAL REPORT IDENTIFYING STRATEGIC PRIORITIES AND ASSOCIATED MILESTONES AS COMPILED BY STRATEGIC GOVERNMENT RESOURCES

WHEREAS, on September 9-10, 2022, Bloomington City Council held a Council Retreat for the purpose of establishing a strategic plan to help set a vision for the City’s future; and

WHEREAS, the planning process first established “reputational drivers” to answer the question “what do we want to be known for” in an effort to establishing strategic priorities that would form the basis of a sound strategic plan; and

WHEREAS, the Council, as moderated by Strategic Government Resources, an organization that exists to help local governments be more successful by “recruiting, assessing, and developing innovative, collaborative, authentic leaders”, reached consensus on six priorities and associated milestones that were compiled into the attached Final Report referred to as Exhibit A; and

WHEREAS, said Report will serve as a guide to establish a work plan to be updated regularly detailing initiatives, projects, or opportunities that meet the defined priorities.

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 hereby approves and adopts the Final Report attached as Exhibit A.

Section 3. The City Clerk is hereby directed and authorized to publish this Resolution in pamphlet form as provided by law.

Section 4. This Resolution shall take effect immediately after its approval and publication as required by law.

PASSED this 23rd day of January 2023

APPROVED this ____ day of January 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON RETREAT STRATEGIC PRIORITIES FINAL REPORT



Reputational Drivers

Reputational Drivers answer the question, “What do we want to be known for?” The Council discussed this in small groups. Below is a synthesis of the items that the groups reported and agreed upon.

- Safety
- Infrastructure
- Affordable
- Flourishing
- Forward Thinking
- Basic Services delivered with excellence

Strategic Priorities

The Council identified 6 Key Strategic Priorities. These are things that serve as pillars that uphold the Council’s vision for the future. These are things that the Council believes must be priorities if the city is to experience the kind of future that they envision. These priorities are not goals that can be accomplished in a short-term time period. These priorities are things that the Council is likely to focus on for the upcoming 10 or more years. The priorities are listed below in no particular order because the Council believes that all of them are crucial for success.

1. Improve Infrastructure
2. Revitalize Older Communities
3. Emphasize Economic Development
4. Promote Housing Diversity
5. Improve Efficiency in Service Delivery
6. Enhance Public Safety and Well-being

Strategic Priorities and Milestones

The Council also identified several milestones for each strategic priority. Milestones can also be known as objectives. They tell you that you are moving in the right direction at the right speed to achieve the desired goal. They help answer the question, “What do you mean by that?” Below are the milestones that the Council identified for each strategic priority.

1. Improve Infrastructure

- Water
- Sewer
- Storm systems
- Roads
- Sidewalks
- Parking structures
- Facilities
- Technology
- Greenscape

2. Revitalize Older Communities

- Downtown
- Westside
- Warehouse District
- Market St
- Rental code review
- Waste code review
- Incentivize infill development
- Reduce vacancies
- Promote green spaces

3. Emphasize Economic Development

- Business creation, retention, expansion, ADA
- Incentivize diverse housing
- Incentivize business economics
- Mixed development
- Workforce development to include working with private sector/other organizations.

4. Promote Housing Diversity

- Review zoning codes
- Incentivize infill development
- Reduce/Eliminate homelessness
- Consider above-garage apartments
- Partner to support first time home buyers
- Develop downtown housing options
- Educate people on the benefits of diverse housing
- Develop range of quality rentals

5. Improve Efficiency and Effectiveness in Service Delivery

- Training for all staff
- Current state assessment
- Classify opportunities as transformational or continuous improvement
- Establish measures and set targets for improvement
- Recognize initial success and define next steps

6. Enhance Public Safety and Well-being

- Full support of first responders
- Partnerships with governmental agencies and other organizations (mental health, health, behavioral, physical)
- Partnerships with non-profits
- Continual proactive education and communication
- Reduction of violence

Next Steps

Upon adoption, City staff will work in collaboration together to develop a strategic workplan related to these strategic priorities. The strategic workplan will include short term and long-term goals. These priorities are items that will require 10 or more years of focus in order to achieve them.