

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JANUARY 13, 2025



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JANUARY 13, 2025, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation for Tamil Heritage Month, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - B. Recognition of Board & Commission Appointments, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.
7. Public Hearings
 - A. Public Hearing on an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009, as requested by the Development Services Department. (*Recommended Motion: None. Presentation and hearing only.*) (*Presentation by Kelly Pfeifer, Director, Development Services Department, 3 minutes.*)
8. Consent Agenda

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

 - A. Consideration and Action to Approve the Minutes of the November 25, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and Action on Approving Bills and Payroll in the Amount of \$21,089,463.35, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)

- C. Consideration and Action on a Resolution Approving the Purchase of Two Horton Ambulances through Foster Coach and the Suburban Purchasing Cooperative, in the Amount of \$763,220, as requested by the Fire Department. (Recommended Motion: The proposed Resolution be approved.)
- D. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Purchase from Rehrig Pacific Company, for Garbage and Recycling Carts and Accessories, in the Amount of \$200,772, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- E. Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Purchase from Altorfer CAT, for One P65 Asphalt Paver, in the Amount of \$ \$67,147.99, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- F. Consideration and Action on a Resolution Approving a Contract with Anderson Electric, Inc., for Miller Park Zoo's Katthoefer Building Electrical Improvements (Bid #2025-20), in the Amount of \$186,340, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)
- G. Consideration and Action on a Resolution Approving a 2-Year Agreement with NeoGov, to Add the Learn and eForms Modules to the Current Citywide Applicant Tracking System, in the Amount of \$86,010.30, as requested by the Human Resources Department. (Recommended Motion: The proposed Resolution be approved.)
- H. Consideration and Action on a Resolution Approving a Tyler MUNIS Software as a Service Agreement with Tyler Technologies, for Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, Cloud-Hosted Systems and Storage, in the Amount of \$354,479.15, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)
- J. Consideration and Action on a Resolution 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 Resolution be approved.)
- K. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Central Illinois Regional Airport (CIRA) for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment at Two Fire Stations Owned by the Airport, Located at 2301 East Empire St. (No. 3 Fire Station) and 4040 East Oakland Ave (No. 6 Fire Station), as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)
- L. Consideration and Action on A Resolution Approving the Content of and Release of Certain Closed Session Meeting Minutes, and Authorizing the Destruction of Audio, as requested by the City Clerk Department. (Recommended Motion: The proposed

Resolution be approved.)

- M. Consideration and Action on a Resolution Approving the Purchase of Audio Equipment for the Arts & Entertainment Department, from Levin Professional Services, DBA Washington Professional Systems, in the Amount of \$97,371.50, as requested by the Arts & Entertainment Department and the Arts & Entertainment Department. *(Recommended Motion: The proposed Resolution be approved.)*
- N. Consideration and Action on (1) an Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and Bloomington Township; and (2) a Jurisdictional Transfer Agreement with Bloomington Township for the Transfer of Jurisdiction of a Portion of Hamilton Road to the Municipal System, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance and Agreement be approved.)*
- O. Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Updating Chapter 44 Pertaining to Zoning Upon Annexation, Forcibly Annexed and Reverted Public Lands, and Definitions; and (2) an Ordinance Amending the Bloomington City Code to Replace the Current Chapter 8.5 Pertaining to Annexations, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinances be approved.)*
- P. Consideration and Action on an Ordinance Annexing Property Commonly Known as 1706 Morrissey Drive, Containing 34.4 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the P-2 (Public Lands and Institutions) District (PIN: 21-15-226-017), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- Q. Consideration and Action on an Ordinance Approving the Final Plat of Morrissey Hamilton Subdivision, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- R. Consideration and Action on an Ordinance Amending Bloomington City Code Updating Chapter 2 Regarding Engineering and City Operations, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- S. Consideration and Action on an Application from Family Dollar, LLC, d/b/a Family Dollar Store # 21742, located at 1512 W. Market St., Unit 400, Requesting Approval of the Creation of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*
- T. Consideration and Action on an Application from QuikTrip Corporation, d/b/a QuikTrip #7193, located at 2202 W. Market St., Requesting Approval for the Creation of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*
- U. Consideration and Action on an Application from GS Partners, Inc., d/b/a Ride the Nine/Shooters Lounge, located at 503 N. Prospect Rd., Suite 300, is Requesting Approval of a Change in Ownership for a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk

Department. *(Recommended Motion: The proposed Application be approved.)*

9. Regular Agenda

- A. Consideration and Action on a Resolution Recognizing the Contributions of Dr. Charles Morris to the Bloomington-Normal Community with the Honorary Designation of the 1600 Block of Illinois Street as Dr. Charles Morris Street, as requested by the Department of Operations & Engineering Services and the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Mayor Mboka Mwilambwe, 5 minutes.)*
- B. Consideration and Action on (1) a Resolution Authorizing an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009; and (2) an Ordinance Annexing Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, Containing 6.5 Acres, More or Less, Approving a Zoning Map Amendment for Said Property to the R-2 (Mixed Residence) District, Approving a Special Use Permit for Single-Family Attached Dwellings in the R-2 (Mixed Residence) District, and Approving a Waiver of the Subdivision Code (Ch. 24), PIN: 21-18-153-009, as requested by the Development Services Department. *(Recommended Motion: The proposed Resolution and Ordinance be approved.) (Presentation by Kelly Pfeifer, Director, Development Services Department, 5 minutes; and City Council Discussion, 5 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

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. 5.A.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for Tamil Heritage Month , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)

Mayoral Proclamation

RECOGNIZING APRIL 14TH AS THE TAMIL DAY, JANUARY AS THE TAMIL HERITAGE MONTH & HONORING THE TAMIL LANGUAGE & TAMIL COMMUNITY MEMBERS

WHEREAS, Tamil language is the longest-surviving classical language in the world, with a traceable history exceeding 2600 years; and

WHEREAS, Tamil is an official language in India, Sri Lanka, and Singapore, as well as a minority language in Malaysia, South Africa, Mauritius, and Canada. The Tamil community is widespread, with about 100 million native speakers across the globe; and

WHEREAS, Bloomington Tamils have established a self-sustaining literacy model for the Tamil language through Tamil language school called Abdul Kalam Tamil Palli with 175+ children and 75+ adult volunteers, and national-level standards for Tamil education from 2015, completing 10 years in 2025; and

WHEREAS, The Tamil community of Bloomington, IL contributes to bilingual literacy, with Bloomington, IL by achieving high school credits and Seal of Biliteracy for the Tamil language in high schools; and

WHEREAS, Bloomington Tamils have made contributions to the social, economic, and cultural fabric of Bloomington, including promoting Tamil language, arts, culture, sports, education and heritage; and

WHEREAS, The Tamil community across the globe every year celebrates a four-day long Pongal Festival starting on the first day of the Tamil calendar Month, Thai which is the January month in the English Calendar; and

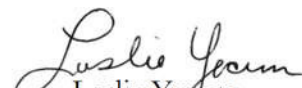
WHEREAS, The Tamil community across the globe every year celebrates Tamil new year, on the first day of the traditional Tamil calendar Chithirai which falls on April 14th in the English calendar; and

WHEREAS, Bloomington Tamils are committed to sharing their vibrant culture, richest traditions, and longstanding history with the people of Bloomington, IL by celebrating January as “Tamil Heritage Month” and by celebrating April 14th as the “Tamil Day”; and

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington Illinois, do proclaim January as Tamil Heritage Month, and April 14th as Tamil Day, and do call upon the people of Bloomington to join the Tamil community in recognizing and participating in this observance.



Mboka Mwilambwe
Mayor


Leslie Yorum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointments is representative of City Council's approvals from the December 9, 2024, Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Recognition of Appointments from 12924 Council](#)



Appointments

Cultural Commission:

- **Amber Collins**

Property Maintenance Review Board:

- **Rachael Mosley**



Appointments

Technology Commission:
• **Brandon Wheeler**



PUBLIC HEARINGS ITEM NO. 7.A.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 2

SUBJECT: Public Hearing on an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009, as requested by the Development Services Department.

RECOMMENDED MOTION: None. Presentation and hearing only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Applicant seeks approval of an Annexation Agreement, including Zoning Map Amendment and Special Use Permit, to incorporate the property and facilitate the construction of a residential development comprised of up to 58 Single-Family Attached (Townhouse) structures. Implementation is expected to be as a Planned Unit Development subdivision with units on individual lots that may be sold as such. The subject property consists of approximately 6.5 acres of vacant County-zoned R-2 land, located north of Fox Creek Road, near the intersection with St. Ivans Circle.

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

Summary of the Request:

- County R-2 (Two-Family) District to City R-2 (Mixed Residence) District.
- The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees.
- Future development of the parcel is contingent upon approvals through future subdivision process(s).
- A waiver of the Subdivision Code is included for any items where the Zoning Code conflicts and may be approved solely by Council.
- Successful completion of the project requires a Special Use Permit for Single-Family Attached structures (townhouses) in the R-2 (Mixed Residence) District.

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Future Neighborhood" between "Medium Density Residential" and "Low Density Residential" in the Emerging Areas.

On October 2, 2024, the **Planning Commission (PC)** held a public hearing, on case Z-11-24, and voted 7-0-0 to recommend approval of the Annexation Agreement and 4-3-0 to recommend **Zoning Map Amendment**. Concerns regarding the potential impacts of traffic on Fox Creek Road, loss of established screening and vegetation along a drainage route, and possible school over-crowding were the primary subjects of public testimony and the hearing.

On October 16, 2024, the **Zoning Board of Appeals (ZBA)** held a public hearing, on case SP-06-24, and voted 3-0-0 to recommend approval of the **Special Use Permit**. Concerns regarding general traffic conditions on Fox Creek Road, loss of established screening and vegetation along the drainage route planned for improvement, and possible school over-crowding were the primary subjects of public testimony and the hearing. Since that time, the applicant has continued to communicate with the City and neighborhood residents to identify alternative solutions to address community concerns. The original proposal to re-engineer and rehabilitate the entire drainageway along the eastern side of the property has been scaled back to address only the areas with existing infrastructure issues causing negative off-site impacts (the stormwater culvert from Fox Creek Road and the inappropriate dead-end termination of Tangle Oaks Road). These two limited areas of impact will be reworked to address circulate and flooding issues, while removing the least amount of established vegetation and screening possible.

If this agreement and annexation are approved, the resulting development will be subdivided to allow fee-simple ownership of the structures and underlying land; **Variances to Chapter 44 to allow subdivided ownership have been approved**, contingent upon development of the use. A Homeowner's Association (HOA) will be created for the ownership and operation of the private infrastructure and common areas. Draft HOA Covenants have been provided as part of the Agreement, including provisions requiring advanced funding and planning for the maintenance and repair of commonly held areas and assets.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on Monday, September 16, 2024. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

Notice of the Zoning Board of Appeals hearing was published in *The Pantagraph* on Monday, September 30, 2024. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property.

Notice of this public hearing before the City Council, by Certified Mail, was sent to the following parties on December 11, 2024: Bloomington Township Fire Protection District, McLean County Unit 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, and Bloomington-Normal Water Reclamation District. Additionally, the notice for this public hearing at City Council was published in *The Pantagraph* on Monday, December 23, 2024.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will add to the City's tax base. The Agreement should result in the development of approximately 58 residential dwelling units, helping to fulfill the need for quality non-student multi-family housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis.

Providing opportunities for current out-of-town workers to live closer to work and to take advantage of the City amenities could increase future revenues for the City. The Applicant will be responsible for the construction and cost of infrastructure for development on the subject property, with tap-on fees helping to pay back the cost of existing water and sewer infrastructure. Parkland Dedication obligations will be met via fee-in-lieu.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 1B Annexation Agreement](#)

[DSD 1C Agreement Exhibit B - Concept Plan](#)

[DSD 1D Agreement Exhibit C - Draft Covenants](#)

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

[DSD 1F Certified Mail Required per 7-1-1 - Ridgewood West](#)

ANNEXATION AGREEMENT

Pertaining to Property Commonly Located North of the Intersection
of Fox Creek Road and Saint Ivans Circle (PIN: 21-18-153-009)

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

WHEREAS, Owner is the owner of approximately **6.57 acres**, with frontage on Fox Creek Road and hereinafter described on Exhibit "A," which is attached hereto and made a part hereof by this reference (hereinafter "Premises" or "Property"); and,

WHEREAS, Owner has submitted a Concept Plan for **Ridgewood West Planned Unit Development Subdivision**, attached hereto and made part hereof by this reference as Exhibit "B" (hereinafter "Concept Plan"), of how they propose to develop the Property, subject to minor modifications and technical corrections prior to development; and,

WHEREAS, the Property is appropriate for development due to classification in the City's Comprehensive Plan as Land Use Priority Tier 2, proximity to other urban land uses and intensities, and the ability to provide service with existing public infrastructure; and,

WHEREAS, the Property possesses distinct and challenging topographic and drainage issues; and,

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

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

WHEREAS, the Owner is desirous of having said Premises zoned **R-2 (Mixed Residence) District** upon annexation to the City (all Lots referenced shall include any subdivisions thereof); and,

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on October 2, 2024; and,

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

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council

adopt this Annexation Agreement and Zoning Map Amendment to R-2 (Mixed Residence) District for the subject Property; and,

WHEREAS, the Owner has requested a Special Use Permit for Single-Family Attached dwellings in the R-2 (Mixed Residence) District; and,

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request for Special Use Permit, on October 16, 2024; and,

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that all standards for approval of such Special Use Permit are met, as required by § 44-1707 of the Bloomington City Code; and,

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council approve such Special Use Permit; and,

WHEREAS, the Bloomington City Council, after proper notice was given, conducted a public hearing on this Agreement, on January 13, 2025; and,

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

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

1. ANNEXATION PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property, or portions thereof, identified on Exhibit "A" to the City's corporate limits, after approval and execution of this Annexation Agreement. Upon submission of any Petition to Annex, the City shall publicize and give such notices as are required to annex the Premises, except those required by certified mail or registered mail in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), which shall be the responsibility of the annexing party to issue at least 10 days in advance of the date of annexation.

2. ANNEXATION.

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

3. ZONING.

- A. City agrees to **zone** the Premises legally described on Exhibit "A", upon annexation, to the R-2 (Mixed Residence) District.

- B. City agrees to approve a **Special Use Permit** for the Premises, including the conditions recommended by the Zoning Board of Appeals, upon annexation, to allow Single-Family Attached Dwellings in the R-2 (Mixed Residence) District. This Special Use Permit shall have an extended timeline for automatic revocation, notwithstanding the provisions of § 44-1707K of the City Code, of five (5) years. All other ordinance provisions relating to Changes and Discontinuance of the Special Use shall remain in force.

4. DEVELOPMENT OBLIGATIONS.

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

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

- A. **Street** Improvements. The Owner shall have the following obligations regarding streets as reflected on the Concept Plan attached as Exhibit "B":

(1) Fox Creek Road

- (a) No additional right-of-way (ROW) dedication is required for Fox Creek Road (formerly Cabintown Road). Forty-three feet (half of the required 86-foot ROW) was dedicated in 1997, by Document 97-25667.
- (b) Developer shall extend the stormwater pipe (Facility ID: 269040-269030) that drains under Fox Creek Road approximately 50 feet further than the current terminus, with final length and engineering subject to approval by the City, to improve localized flow in an attempt to reduce flooding at the rear of 14 Willowbend Court.
- (c) At the time of Final Platting the Owner or their designee shall pay an Adjacent Substandard Roadway fee. The fee shall reflect the cost, per foot of frontage, of one half the per foot cost of a 30' wide local street section. Said fee is \$136.52 per foot (1/2 of \$273.04 per foot). Beginning from the date of this Agreement, this fee shall be increased at a rate of 6% simple interest or based on the Consumer Price Index (CPI), whichever is lower at the time of payment. At Owner's option, the fee may be paid at any time in advance of it becoming due.
- (d) Owner may subtract the cost of the work conducted under Section 4A(1)(b) of this Agreement from the Substandard Roadway fee owed under Section 4A(1)(c) of this Agreement, not to exceed \$30,000.00.

(2) Tangle Oaks Road

- (a) Tangle Oaks Road shall not continue west into the proposed Subdivision.
- (b) Concurrent with first onsite concrete work: The Owner shall construct a turn-around at the western terminus of Tangle Oaks Road, including the acquisition and dedication of any required right-of-way, as depicted in Exhibit "B", and approved by the City at time of Permitting.

(3) Interior Streets

- (a) All interior streets shall be constructed and maintained as private streets.
- (b) A sidewalk shall be provided on at least one side of any private street.

B. **Public Water** Improvements. The Owner shall have the following obligations regarding water improvements:

(1) Connection and Construction.

- (a) Owner may tap, extend at their own cost, and use the existing City of Bloomington water main along the south side of Fox Creek Road, looping to the 8-inch main serving Tangle Oaks Road, as required by the Manual of Practice.
- (b) Owner shall construct an additional connection to the 8-inch main serving Willowbend Court and abandon or remove the existing 8-inch water main in the backyard of the adjoining subdivision, per City of Bloomington requirements, as depicted in Exhibit "B".

(2) Fees and Reductions.

- (a) Owner may tap and use existing City of Bloomington water mains with tap-on fees and connection charges in the amount of \$12,326.85, based on \$28.77 per linear foot of frontage, payable at the time of Final Platting or at the point connection is requested, whichever is later. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(b) Owner may subtract the cost of the work conducted under Section 4B(1)(b) of this Agreement from the tap-on fees and connection charges owed under Section 4B(2)(a) of this Agreement at a rate of \$100 per linear foot, not to exceed \$10,000.00.

(3) Right-of-Way and Connectivity. Any water mains constructed on the Property shall be built within dedicated public right-of-way or dedicated easements, subject to staff review and any required public hearings. All water utilities shall be constructed in such a manner as to continue or allow new connectivity to the adjacent properties in all directions.

C. **Public Sanitary Sewer Improvements.** The Owner shall have the following obligations regarding sanitary sewer improvements:

(1) Developer may tap and use the existing sewer main running through the north side of the property with tap-on fees and connection charges in the amount of \$30,934.31, payable at the time of Final Platting or at the point connection is requested, whichever is later. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(2) Any sanitary sewer mains constructed on the Property shall be built within dedicated public right-of-way or dedicated easements, subject to staff review and any required public hearings. All sanitary sewer utilities shall be constructed in such a manner as to continue or allow new connectivity to the adjacent properties in all directions.

D. **Stormwater Detention** shall be provided as per the Manual of Practice.

(1) The Detention Basin serving the proposed subdivision shall be privately owned and maintained.

(2) The existing drainage area (approximately 50-foot width) along the eastern side of the Property shall not be required to discharge into the Detention Basin and shall serve only as a bypass route for Fox Creek Road stormwater, as is the current function.

E. **Parkland Dedication and Reservation.** The Developer shall have the following obligations regarding Parkland Dedication and Reservation:

(1) Dedication or Contribution Obligation. As indicated on the Concept Plan in Exhibit "B," the final residential density is planned to be **58 dwelling units**, requiring 1.1 acres dedicated for park purposes.

(2) The City agrees to accept **fee in lieu of parkland dedication** in the amount of \$28,842.25 (\$26,875.00 per acre). The proportionate fee-in-lieu

for any lot shall be paid prior to the issuance of associated building permits, or the transfer of such by developer to a third party, whichever occurs first.

- (3) Developer shall construct and maintain a pedestrian access to Westwood park. The City shall provide a temporary construction easement and a permanent access easement for the portion of Westwood Park property on which the pedestrian access is located.

F. Preliminary Subdivision or Planned Unit Development (PUD) Plan Approval.

- (1) Within 60 days from the submission of one or more Preliminary Subdivision or PUD Plans in the form and with the content required by the City's Land Subdivision Code as it now exists, and subject to any public hearings required by law and ordinance, the City agrees to approve such, if in substantial accordance with the Concept Plan. Further, after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements the City agrees to approve Final Plats or PUD Development Plans, provided they are in substantial accordance with the Concept Plan and approved Preliminary or PUD Plans.
- (2) Waiver of Conflicts: A waiver of any provision of the City Subdivision Code (Ch. 24) specifically related to Planned Unit Developments (PUDs) shall be granted in instances where such provision conflicts with the provisions of the City Zoning Code (Ch. 44).
- (3) When necessary to allow subdivision of the property in a manner that facilitates fee-simple ownership of the individual units with underlying land the City shall support the approval of additional variances and waivers from Chapter 24 or Chapter 44 of the City Code.
- (4) Restrictive Covenants Required: To facilitate public understanding and long-term maintenance of community assets, the subject development is required to record restrictive covenants against all property deeds, and to create and operate a Homeowners Association (HOA). A copy of the Draft Covenants and Bylaws shall be adopted as Exhibit "C" to this Agreement; minor changes or technical corrections may occur prior to finalization and recordation. The Draft Covenants shall include:
 - (a) The obligation to pay any fees assigned to the Owner that may be passed on to buyers as Assignees, including but not limited to tap-on, annexation, and parkland dedication fees.
 - (b) Plans for the operation and maintenance of the stormwater detention basin and any other required stormwater management structures or features.

- (c) Acknowledgement that maintenance of internal streets, trash and recycle collection, bulk pickup, and snow plowing are the obligation of the future HOA and Association members.

G. **Annexation Fees** of \$737.74 per lot, based on set at the dollar value for November 2018 and automatically increased according to the consumer price index, as per the Schedule of Fees in § 1-125 of the City Code. The fee for any lot shall be paid prior to the issuance of associated building permits or the transfer of such by developer to a third party, whichever occurs first.

5. OBLIGATION TO DEVELOP PER CODE.

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

6. ANNEXATION TO OTHER TAXING DISTRICTS.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

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

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

To Aruthra, LLC ("Owner"):

1301 Shaunessey Drive
Bloomington, IL 61704

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

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

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

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

right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

- O. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- P. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- Q. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

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

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNER: ARUTHRA, LLC



Rajkumar Thirupparkadal, Manager

Exhibit A
LEGAL DESCRIPTION

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN McLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

(b) (5) DPP, (b) (5) ACP

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT

ARUTRA LLC

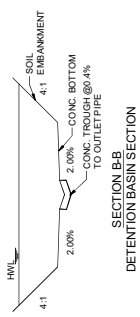
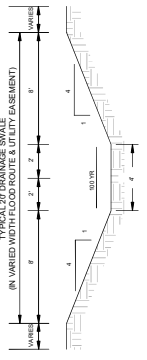
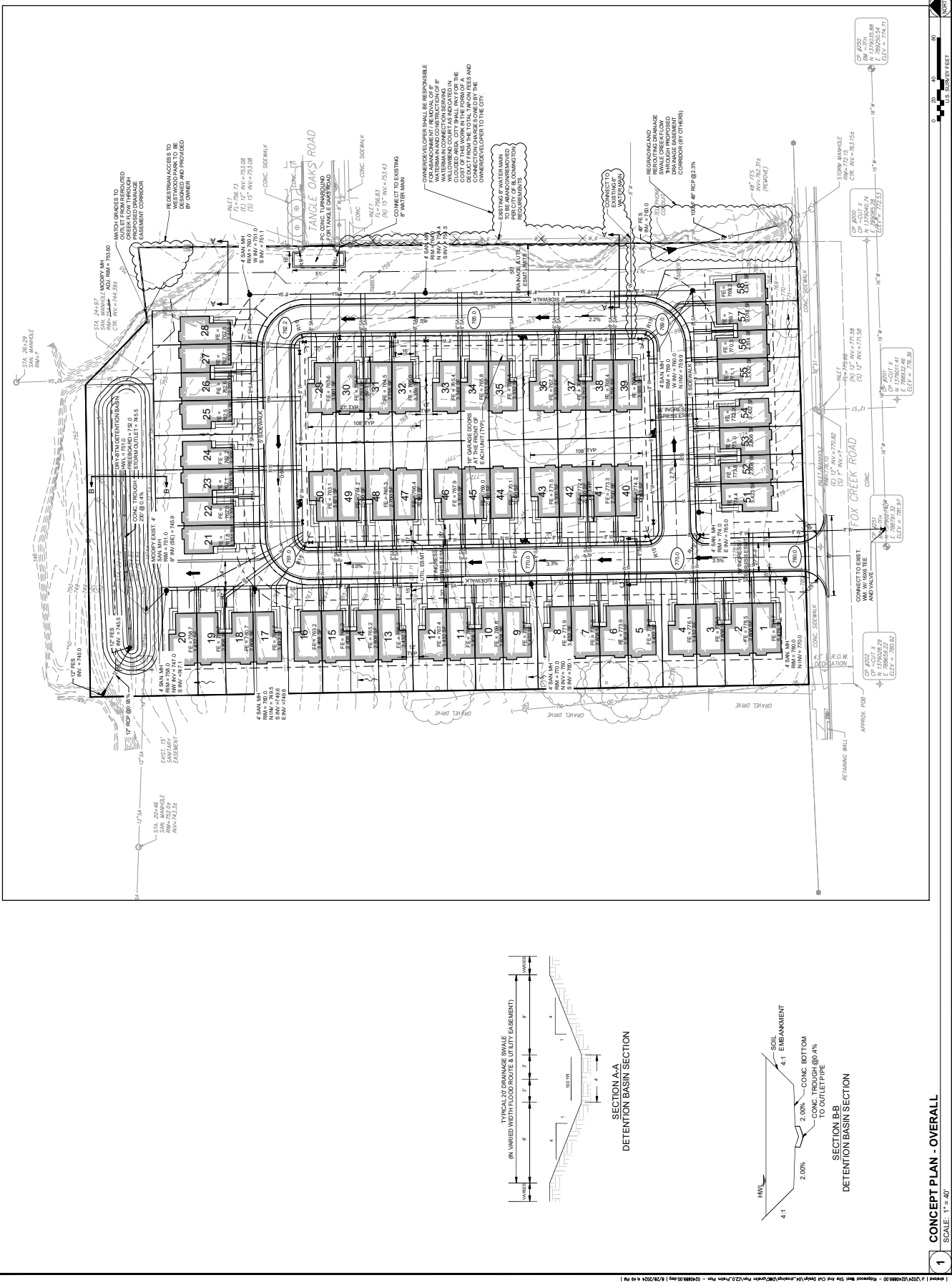
RIDGEWOOD WEST

BLOOMINGTON, IL

DATE:	07/02/2024
DESIGNED:	SPI
DRAWN:	SPI
REVIEWED:	CNF
FIELD BOOK NO.:	BM3427
DRAWN BY:	

CONCEPT PLAN -
OVERALL

Ridgewood West Annexation Agreement (PIN: 21-18-153-009), Exhibit B, p. 2



CONCEPT PLAN - OVERALL
SCALE: 1" = 40'

Ridgewood West Landscaping Plan

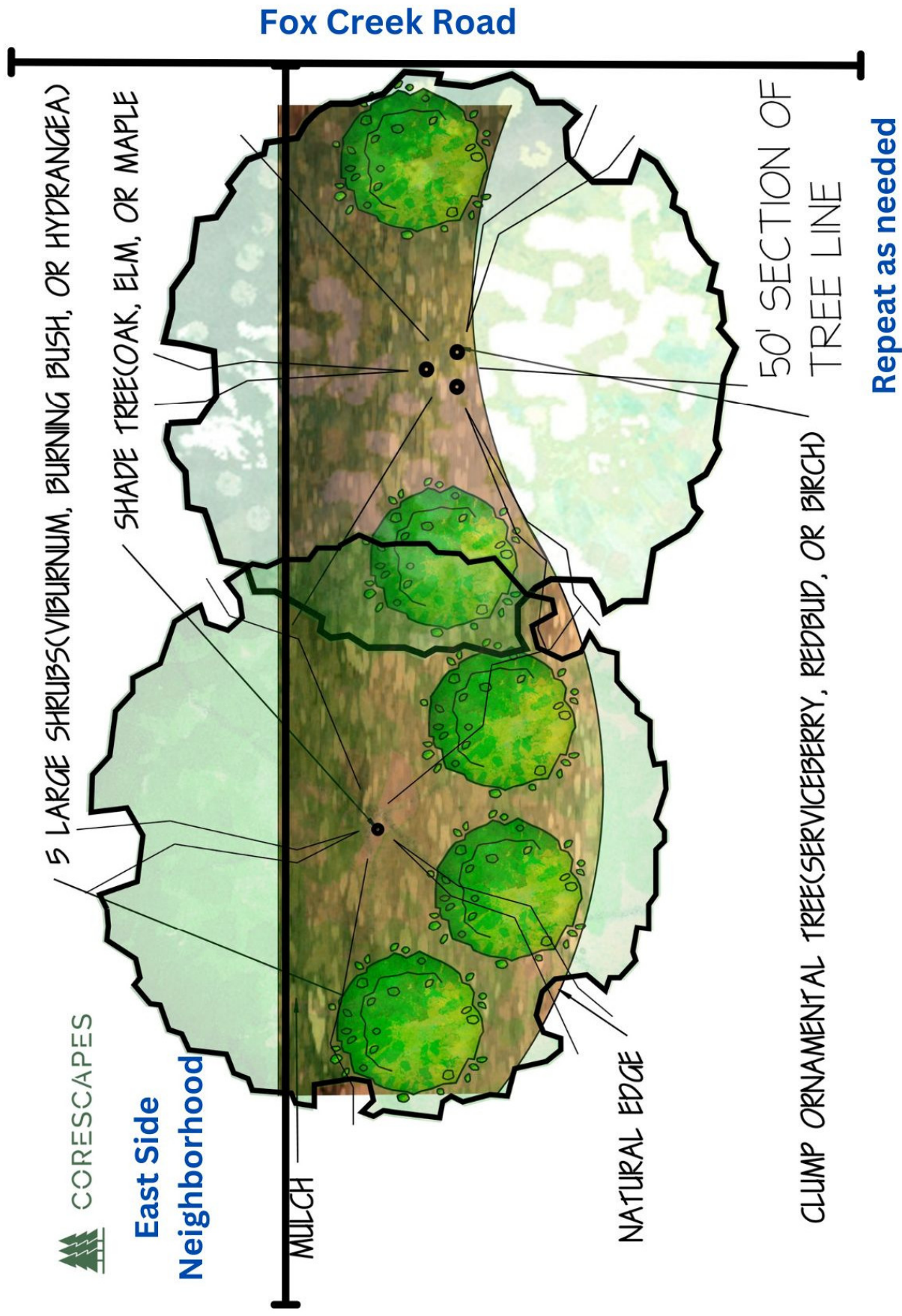


Exhibit C
DRAFT COVENANTS

This document prepared by
and please return to:
David G. Armstrong
207 W. Jefferson St. Ste. 400
Bloomington, IL 61701

THE DECLARATION CONVENANTS, CONDITIONS, & RESTRICTIONS FOR
RIDGEWOOD WEST PLANNED UNIT DEVELOPMENT.

**A Residential Community with private streets and subject to both annual and
special assessments.**

THIS DECLARATION is made the ____ day of _____, 2025 by Rajkumar Thirupparkadal, as Manager of Aruthra, LLC, an Illinois Limited Liability Company, having its principal office at 1301 Shaunessey Dr. Bloomington, IL 61704, Mclean County, Illinois, hereinafter called "Owner" or "Developer".

WITNESSETH:

WHEREAS Owner owns real property described in Exhibit "A"; and

WHEREAS Owner desires to develop the property to include approximately 58 dwellings units consisting of single-family attached living units (sometimes referred to as Zero-Lot lines homes) and desires to regulate the common maintenance and control of the exterior of the units and the grounds even though in private ownership for the benefit of all the people living in the development; and to this end, desires to subject the real property to the covenants, restrictions, easements, charges and liens, set forth in this Declaration, each and all which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS Owner deems it advisable, for the efficient preservation of the amenities in said development and value of the property to create an agency to which shall be delegate and assigned the power and authority to maintain and administer the common properties, if any, regulate exterior maintenance and repair of living units and regulate the grounds, driveways and walks and to administer and enforce the covenants and restrictions governing, them, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, as are hereinafter provide; and

NOW, THEREFORE, Owner declares that real property described in Exhibit "A" hereto annexed, is and shall be held, transferred, sold, charges, assessments, obligations and liens (generally herein referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. Definitions. The following words and terms, when used in the Declaration, or any supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

- a) "Association" shall mean and refer to Ridgewood West Planned Unit Development Property Owners ("RWPUDPO"), which may be incorporated as an Illinois not for profit corporation.
- b) The "Properties" shall mean and refer to the property described in Exhibit "A".
- c) "Common properties" shall mean and refer to those areas of land so designated on any recorded subdivision plat of any part of the properties, or any property, buildings and facilities otherwise acquired by the Association by purchase, gift, lease, or otherwise, to be devoted to the common use and enjoyment of the owners of the Properties, if any.
- d) "Grounds" shall mean that portion of a lot not occupied by a living unit as constructed by the developer or as subsequently altered with the prior consent of the Association.
- e) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of any part of the properties, with the exception of Common properties as heretofore defined.
- f) "Living Unit" shall mean and refer to any portion of any building, situated upon the properties designed and intended for use and occupancy as a residence by a single family. "Living Unit" shall include, without limiting the term, each unit in any single family attached structure.
- g) "Member" shall mean every person with ownership interest in a lot.
- h) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any Lot situated upon the properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- i) "Ownership interest in a lot" shall mean the interest held by any joint owner, tenant in common, joint tenant, co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed- Deed in Escrow or comparable escrowed conveyance arrangement. Ownership interest in a lot shall exist in the instance where the real estate title is held in fee simple. A land trust, a corporation, a trust, an estate, a partnership, a limited liability company, or any other type of legally recognized entity which may exist.
- j) "Zero Lot Line Attached" shall mean and refer to a form of construction and ownership in which one living unit on a lot is attached to one or more other living units on separate lots by one or more common walls.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every person with an ownership interest in a lot, automatically and without further action, shall be a Member of the Association. The Developer shall have the authority to control and elect the Board of Directors for the Association until such time as 75% of the lots are transferred to third parties or have certificates of occupancy issued, whichever occurs first.

Section 2. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (e) of Section 1 of Article I) there shall exist the right to cast one vote. When more than one person holds an ownership interest in any lot, the vote for such lot shall be exercised as the co-owners among themselves determine. When co-owners cannot agree to exercise a vote, then their vote will not be counted.

Section 3. By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Directors pursuant to this Declaration and the By-laws set forth as Exhibit B.

ARTICLE III

Membership and Voting Rights in the Association.

Section 1. Association's Easements for Maintenance. Subject to the provisions of this Declaration and the rules and regulations of the Association, the Association shall have a right and easement in and over the grounds including each lot, except for the portion thereof occupied by a living unit, and such easement shall encumber the title to every Lot or interest therein. This easement right shall extend to and shall give the Association the right to require the owner thereof to maintain, alter and repair same.

ARTICLE IV

Covenant for Maintenance and Capital Improvements Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownerships interest in any lot in the Ridgewood West Development Property Owners Association, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agree to pay to the Association: (1) Annual Assessments; and (2) Special Assessments. Each such person shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of the Declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired title. The annual and special assessments of the Association, together which such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the lot and living unit against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who held such ownership interest at the time when the assessment fell due. In case of co-ownership of a lot or living unit, as of such co-owners of the lot or living unit shall be jointly and severally liable.

Section 2. Purpose of Assessments.

- A. The Annual Assessments levied by the Associations shall be used to maintain, repair, and replace the private streets and remove snow therefrom, to maintain, repair, and replace street lights, to maintain, repair, and replace street signs and subdivision identification signs, to maintain, repair and replace certain areas designated for common area parking, to pay liability and property damage insurance premiums on all insurance maintained by the Association or for the Common properties, and all other costs and expenses incidental to the operation and administration of the Association and its facilities. As used herein, a private street includes the sidewalk, and the public utilities contained within the private street right-of-way but does not include public utilities solely located on a lot. The Association

shall also maintain the ten-foot pedestrian access easement between Lots ____ and ____ of the subdivision leading to Westwood Park.

- B. The special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement of property maintained or controlled by the Association thereto.

Section 3. Budget preparation.

A. The Association's Role:

1. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:
 - i. The annual assessment of the Association by living unit, and
 - ii. Any special assessments of the Association by lot which assessments shall be payable in monthly or other intervals which may be irregular in terms of when payable, with right prepayment.
2. The annual budget shall be prepared and distributed to the owner of each living unit not less than 30 days prior to the date of its adoption.
3. The Association Board shall give at least 20, but not more than 30 days written notice of any Association Board meeting at which the proposed annual budget is to be adopted, increased, or new assessment established.
4. Annually, after the close of the Association's fiscal year, the Association Board shall supply the owner of each living unit itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by account, excess or deficit in each account, and the amount of reserves on hand by account.

Section 4. Period for Which Annual Assessments are Made. The period for which Annual Assessments of the Association are made shall be the twelve-month period extending from January 1 through the next succeeding December 31. The period for the first Annual Assessment shall be the period ending December 31, 2025.

Each Annual Assessment shall become due on or before the first day of February following the commencement of such Annual Assessment period. The Board of Directors of the Association may require the Annual Assessment to be paid in monthly installments, in advance or in arrears.

Annual assessments shall become due when a building permit is obtained or a Lot is transferred from the Developer to a third party, whichever occurs first. Assessments for any partial year shall be prorated.

Section 5. Assessments Prior to Association Administration. The Developer shall turn the management of the RWPUDPO upon seven five (75%) of the lots having building permits issued or a transfer from the Developer to a third party.

The Developer shall establish two accounts: a general maintenance account for the maintenance and upkeep of the property and a reserve account for large capital expenses. The Developer shall contribute an initial contribution of Thirty Thousand Dollars (\$30,000.00) to the reserve account on or before ____.

The initial assessment for any Lot shall be a contribution of One Hundred Dollars (\$100.00) per month to the general maintenance fund and Twenty Five Dollars (\$25.00) to the reserve fund for a total of One Hundred Twenty Five Dollars (\$125.00) per month.

The Developer shall be responsible for all maintenance costs for the RWPUDPO not covered by the general assessments until the RWPUDPO has been turned over to the Board of the RWPUDPO. No special assessments for maintenance or capital expenditures shall be allowed until after the RWPUDPO is turned over to the control of the Board of Directors of the RWPUDPO.

Section 6. Lists of Assessments, Notice of Assessments, Certificate as to Payment. The Board of Directors of the Association with respect to the Association shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of properties and all assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any Owner of a lot or owner of an interest therein.

The Association shall, upon further request of any Owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collections thereof as hereinafter provided, become a continuing of lien on the property against which it is levied, which lien shall bind such property in the hands of the then Owner, his, her, or its heir, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in the title unless expressly assumed by them.

If the assessment is not paid within (30) days after the due date, the assessment, together with interest thereon at the rate of twenty percent (20%) per annum may be enforced and collected by the Association, by the institution of an action by law against the Owner or Owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include, in addition to the assessment, interest, court costs, and attorney's fees.

Section 8. Exempt property. The following property subject to this Declaration shall be exempt from the assessment, charge, and lien created herein: (a) all Common properties as defined in Section 1 of Article I hereof.

Section 9. Removal of property. The Owner and or Developer shall each have the unilateral right and power to remove property from this Declaration of Covenants and Restrictions by recording a Memorandum describing the property removed.

ARTICLE V

Architectural Control Committee

Section 1. Creation. The Owner and or Developer shall create an Architectural Control Committee consisting of three members appointed by the Developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the Developer. When the Developer no longer owns any of the properties, the Architectural Control Committee shall become self-perpetuating, with vacancies filled by the Board of Directors of the Association.

Section 3. Review and Approval of Members' Plans and Specifications for Additions, Alterations or Changes to structures.

- A. No building, dwelling, wall, fence, enclosure, dog run, storage shed, playground and recreation equipment, swimming pool, antenna, satellite dish in excess of 24 inches in diameter, sidewalk, drive, tent, awning, sculpture, pole, hedge, tree, bush, garden, shrub, mass planting, or other structure or excavation shall be commenced, erected, planted on, or removed from the properties, nor shall any exterior addition to any such existing structure or change or alteration thereof, including painting or staining, be made until the plans and specifications thereof or showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate reference to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony and compatibility of the external design and location, with the surrounding structures and topography by the Architectural Control Committee.
- B. In approving or disapproving a Member's proposal, the Architectural Control Committee shall consider:
 - 1. The extent to which the proposal conforms to the Annexation Agreement;
 - 2. The extent to which the proposal conforms with this Declaration;
 - 3. The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby properties;
 - 4. The extent to which the proposal is consistent with and enhances the overall quality of the Ridgewood West Development Property Owners Association; and
 - 5. The extent to which the maintenance and repair of the alteration or improvement will increase Costs to the Association.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or any event, if no suit or other processing to enjoin or prevent the structure, addition, alteration or change has been commenced within thirty (30) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure. Addition, alteration, or charge. **A waiver as to one lot shall not be considered a waiver as to any other lot.**

- C. The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action the action taken by the Committee on such approval.

- D. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Committee or any agent of the Committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the development or any improvements thereon, for the purpose of ascertaining whether or not the provision herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
- E. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any member thereof, nor the Association, nor any subsidiary owners association, nor the Developer, nor the present owner of said real estate shall be in any way responsible or liable of any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the Association, or the present owner or developer of the properties.
- F. Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance holder in good faith in acting thereon.
- G. The provisions of this Section shall not apply to the Developer in the building of new structures on lots owned by the Owner or Developer.

ARTICLE VI

Exterior Maintenance.

Section 1. Routine (A) – Grounds. The Member shall provide for the care and maintenance of the Member's Lot. Care and maintenance shall include without limitation the following:

Lawn care for the yard within the Member's Lot,

Snow removal on sidewalks and driveways serving and adjacent to a Member's Lot

Landscaping maintenance and replacement on a Member's Lot,

The Mailbox serving the Member's Lot, if any, and

Maintenance of the Member's Living Unit.

Section 2. Necessary Exterior Repairs by Association Occasioned by Member's Neglect. Every Owner of a lot, or interest therein, by acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenant that he, she, or it will not permit the lot, living unit or anything in the living unit or on the grounds to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such

owner shall fail to so maintain his lot, living unit or other improvement thereon and such neglect, in the judgement of the Board of Managers/Directors of the Association, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the Developer, Board of Managers/Directors of the Association, or the Architectural Control Committee may give notice of such conditions to the Owner of the lot or living unit, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Owner of the lot, interest therein or living unit does not rectify the condition at the end of such period, the Developer, the Association, or Committee may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the lot or living unit upon which the services are Performed and shall be added to and become a part of the annual maintenance assessment or charge to which such lot or living unit is subject under Article V hereof, and as part of such assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in Article V hereof, except that payment for any work performed pursuant to this Section shall due upon presentation to the Owner, either in person or by regular mail, of the invoice thereof. Default in prompt and full payment within (10) days from the date the invoice is sent to the Member, shall entitle the Developer or the Association, or the Architectural Committee to twenty percent (20%) interest on the amount due from the date of the invoice, which interest shall also constitute a lien upon the lot or living unit and personal obligation to the owner thereof, which may be collected as other delinquent assessments.

Section 3. Access to the Association at Reasonable Hours. For the purpose of performing exterior maintenance, the Developer, the Association and Committee, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any lot, and after reasonable notice, enter any living unit within the Properties at reasonable times.

ARTICLE VII

Miscellaneous Services Authorized

Section 1. Services Which May be Performed at the Option of the Developer or Association – Procedure. The Developer shall have the right to make such improvements and provide such facilities in or on the grounds as it considers to be advantageous to the Properties and to the Owners of lots and living units within the properties, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by the Developer for the benefit of the Properties and the Owners of lots and living units therein. The Association may furnish such services as the Board of Directors of the Association from time to time by resolution may determine, which may include the following:

- A. To provide for the collection and removal of refuse, rubbish and garbage to each lot or living unit owner;
- B. To provide for the removal of snow, ice, leaves and debris from streets and/or sidewalks, parking areas and other public or quasi-public places;

- C. To provide for the repair, maintenance, replacement, or enhancement of ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to the Members generally;
- D. To maintain and operate, lights and lighting fixtures along the public streets, parks, parking areas, parkways, pedestrian ways, gateways and entrances, and such other public and quasi-public places where lighting may be deemed advisable by the Association, and not provided by the City;
- E. To maintain and, where necessary, (subject to approval of governmental officials, where required), provided signs for marking streets, giving directions, or warning of safety hazards;
- F. To maintain the irrigation; and
- G. To employ and compensate qualified personnel for the purpose of providing such services as the Association or its Board may deem necessary or desirable;

All such work by the Association shall be subject to review by the Architectural Control Committee.

ARTICLE VIII

Covenants for Common Areas

Public and Drainage Easements. Easements marked “public utility and drainage easement line” shall be kept free of structures, walls, fencing, plantings, and any materials which may interfere with drainage. In particular, easements noted on the record plats on lots 1-5 are subject to further restrictions. No modification to grading is permitted. Placement of temporary or permanent accessory structures, including fences, is prohibited within the easement. No plantings may be removed or added to the common area without approval of the Architectural Control Committee. No plantings shall be placed, planted or permitted to remain in any swale in such easement.

The RWPUDPO is responsible for the maintenance of the easement’s areas on their respective lots, including mowing and removal of any materials that may interfere with drainage, assuring unimpeded drainage across such easements. In the event of a breach of the covenant, the City of Bloomington and the RWPUDPO shall each, independently, be authorized to take any steps which either deems necessary to clean or re-grade the affected area in order to restore proper drainage and to change the costs thereof to the lot owner, and further, to file and enforce a lien against such lot for the amount of such changes as well as any administrative fees, court costs and reasonable attorney fees incurred by the City of Bloomington and the RWPUDPO or either of them.

Surface Water. Easements for surface drainage of stormwater are platted. No obstruction, diversion or change in the natural flow of surface water shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any other property. The RWPUDPO must accommodate incoming drainage flows in a manner so as to distribute storm water drainage in a reasonable manner to subservient owners so as to not interfere with the use of their properties. In a manner consistent with these requirements, the Ridgewood West Homeowners Association may redistribute storm water drainage on their respective lots for development purposes as long as drainage is not obstructed or unreasonably diverted.

Drainage Swales. No lot owner shall fill, grade, or obstruct drainage swales or roadside swales so as to negatively impact drainage flow in the subdivision. Breach of this covenants shall entitle the affected property owner, the City of Bloomington Road

District or the costs thereof. The City of Bloomington shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative fees and reasonable attorney fees incurred by the City of Bloomington pursuant thereof.

ARTICLE IX

Covenants and Use Restrictions Applicable to all Properties

- A. Except as otherwise specifically provided in Article IX with respect to Zero Lot Line Attached living units, the covenants and restrictions set forth in the Article shall apply to all properties;
- B. It is the intent and purpose of this covenants that living units shall be good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date those covenants are recorded. The minimum permitted living unit size being 1,000 square feet for any living unit.
- C. All structures shall be erected altered, placed or permitted to remain only in accordance with the City of Bloomington Municipal Code, except as specifically provided in the approved Planned Unit Development for the Ridgewood West Planned Unit Development.
- D. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.
- E. No sign of any kind shall be displayed to the public view on any lot except signs erected by the developer or used by a builder to advertise the property during the initial construction and sale period. No other sale or rent signs shall be permitted.
- F. No storage structure, garage satellite dish, playhouse, playground and recreation equipment, dog run or pen or other temporary or permanent structure shall be erected or maintained on any lot except with prior written approval of the Architectural Control Committee.
- G. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No pets shall be housed or kept outside the building on any lot.
- H. Automobile parking shall be provided on each lot with a minimum space to park at least two vehicles.
- I. No trailers, trucks, recreational vehicles, boats or other motor vehicles, except passenger cars, shall be parked on any lot of this subdivision for more the twenty-four (24) hours, unless said boat, trailer, trucks, recreational vehicle, or other motor vehicle is parked in garage. No such other vehicles shall be parked in common parking spaces at any time. Each owner shall at all times keep his respective living unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name other units of the dwelling structure as additional insured under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner upon request from another in the same structure or association shall deliver to said other owner or association a certificate evidencing such insurance coverage and evidence, or premium payment and that the policy remains in full force and effect. Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which

will increase the premium rate of insurance on the dwelling structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

- J. Each lot shall be used as a residence for a single-family home and for no other purpose.
- K. No industry, business (except for the business of Developer and the transferees of Developer in developing all of the lots), trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit.
- L. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view. Refuse must be stored indoors until the day of pickup, and must be placed in plastic garbage containers, trash compactor bags or heavy-duty plastic bags. All containers must be securely closed.
- M. The use and covering of the interior surfaces of the windows appurtenant to the units in the building, whether by draperies, shades, or other items visible from the exterior of the building, shall be subject to the rules and regulations of the Board.
- N. Nothing shall be done in any Unit or in, on or the Common Properties which will impair the structural integrity of any building or which would structurally change any building.
- O. No clothes, sheets, blankets. Laundry of any kind or other articles shall be hung out or exposed on any part of the Common Properties or in the subdivision. The Common Properties shall be kept free and clear of rubbish, debris and other unsightly materials which are on receptacles provided for such purposes.
- P. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Properties except that baby carriages, bicycles or other personal property may be stored in any common storage designed for that purpose, and recreational amenity, service and exclusive use areas may be used for their intended purposes.
- Q. Owners of recreation vehicles and trailers too large for storage in a garage should make appropriate arrangements for their storage elsewhere. They may not be parked on driveways, streets or Common Properties.
- R. Mini-bikes, trail bikes, snowmobiles and other non-licensed motorized vehicles are not to be driven on the Common Properties. Storage of these vehicles and their trailers must be in garages, not outside of units.
- S. Parking is not permitted on any street or common driveway.
- T. No pets shall be allowed to run loose on any property, and in order to protect the landscaping, pets should be walked in unlandscaped areas. Pets owners will be responsible for picking up after their animals.

ARTICLE X

Covenants and Use Restrictions Applicable to Lots Improved with Zero Lot Line Attached Housing.

1. General. The covenants and use restrictions set forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for Zero Lot Line Attached housing.
2. Easements.

A. For Utilities. The lots subject to the Article shall:

1. Be subject to utility easements of record.
2. The owner of any utility utilizing, or any other person, utilizing the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same condition as existed on the original date of occupancy.

B. For Encroachments.

In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or Lot, or if by reason of the ducts or conduits serving more than one living unit encroach and or shall thereafter encroach upon any part of any other living unit or Lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurs as a result of the willful conduct of said owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

C. Use and Occupancy Restrictions.

1. Interior Maintenance and Repair. The owner of each living unit shall be responsible for maintenance and/or repair of all of his or her living unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.
 2. Exterior Appearance. The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with prior approval of the Architectural Control Committee; and in that event, with the work performed by the Association or contractor approved by the Association.
3. Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at times be considered partly walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits, originally located thereon, subject to the restrictions herein contained, to-wit:
- A. No lot owner nor any successor in interest shall have the right to extend said party wall in any manner either length, height, or thickness.
 - B. No lot owner shall do anything to disturb the right of any other owner to use such party wall.

- C. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.
 - D. The foregoing provisions of this article notwithstanding, the owner of any living or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.
4. Obligation to Rebuild.

- A. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design and conformity with the exterior of the living units(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of total or substantial destruction of all the living units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.
- B. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph 6A of this Article, to perform the necessary repair or rebuilding, the Association, the owner(s) of the remainder of the dwelling structure or any unit owner therein shall, in a manner described in this covenant, be permitted to cause such repair or rebuilding be done by such firm, laborers, or materialmen as approved by the Association. The entity performing the work shall have a continuing lien of the living unit and lot and on which was such repairs or rebuilding are caused to be made or done in the aggregate amount of:
 - 1. The cost of repairs or rebuilding;
 - 2. Interest at the rate of 20% pe annum from the date of payment of such costs; and
 - 3. Reasonable attorney's fees and any court costs or other expenses or charges incurred in connection therewith, with lien shall bind the

owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantee and any assigns. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding,

5. Common Obligations and Expenses. The owners of living units in a dwelling structure shall have the following obligations;
 - A. Utility Maintenance responsibility.
 1. Water. A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the unit owners.
 2. Sanitary Sewer & Waste Water Pipe.
 - a. Maintenance Responsibility shall be the owner of each dwelling structure.
 3. Others. As established at the time of initial installation or as the owners of all the living in a dwelling structure agree.
 - B. Emergency Repair. In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of dwelling unit so advised of such circumstances shall, if reasonably possible, notify other unit owner(s) of the same dwelling structure or association to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line, make the property weather tight or take other action to preserve life and property.
6. Assessments for Common Expenses.
 - A. A provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditure, of special assessments for emergency repairs or maintenance shall be determined by a vote of the Association. The purpose of such assessments, the amount thereof, and the method of payment shall be determined by a vote of the Association and shall be reduced to writing, provided however, the amount shall not be less than the minimum assessment budgeted by the Association.
 - B. As between unit owners in a dwelling structure, the obligation for assessments (both annual and special) shall be specifically enforceable.
7. Enforceability of Zero Lot Line Attached Covenants. In the event that a living unit owner fails to perform any obligations set forth in this Article, the remaining unit owner(s) in the same dwelling structure, and the Association may take action to enforce such obligation in the following manner;
 - A. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.
 - B. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the

Association, any subsidiary owner's association or the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these Covenants. If the alleged default is of the nature to require more prompt action, the notice period may be shortened to not less than five (5) provided the notice is personally delivered and the time so specified.

- C. Noticed hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S Mail, postage prepaid, to the address of such noticed party.
- D. In the event any work is performed or caused to be performed by the Association or a dwelling unit owner upon another owner's unit pursuant to the terms of the Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor of all such data and written evidence of the payment thereof, for which reimbursement is ought. Further, the entity performing on contracting for the performance of such remedial work shall be entitled to reimbursement thereof or as provided in these Covenants.
- E. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- F. Lots and Units owned by the Owner or Developer shall be exempt from the obligations, responsibilities, dues, fees, assessments, and other obligations of this Article.

ARTICLE XI

General Provisions.

Section 1. Duration. The Covenants and Restrictions set forth in the Declaration shall run with and bind all of the land included in the properties hereof, and shall insure to be benefit of and be enforceable by the Association, and the Owners of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representative, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the Mclean County Recorder of Deeds, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the Owners of the lots at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the secretary of the Association in writing if any changes of address.

Section 3. Amendment. Except as otherwise provided, including specifically as otherwise provided in Article IV Section 8, these covenants may be amended by the agreement of the following:

The Developer, provided it owns any part of the properties; and

Two-thirds (2/3) of the lot owners.

Any amendments shall be in writing and made of record by recording a copy thereof in the office of the McLean County Recorded of Deeds.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be in the exclusive authority of the Developer or the Ridgewood West Homeowner's Association and any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such Covenant or Restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages or may seek to enforce any lien created by this Declaration in any covenant herein contained or may take any other form authorized by law. Failure by the Association or any Owner or Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, section, subsection, sentence, clause, phrase, or terms of the Declaration be declared to be void, invalid, illegal, and unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and subject matter hereof, such judgement shall in no way affect the other provision hereof which are hereby declared to be severable, and which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner and the Developer, have caused this instrument to be executed the day and year first above written, pursuant to authorization by the beneficiary.

OWNER:

DEVELOPER:

State of Illinois)
) SS.
County of McLean)

I, the undersigned, a notary public in and for the above county and state, certifies that _____, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witnesses in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Subscribed and sworn to before me
this _____ day of _____, 2025.

State of Illinois)
) SS.
County of McLean)

The undersigned, a notary public in and for the above county and state, certifies that _____, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witnesses in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Subscribed and sworn to before me
this _____ day of _____, 2025.

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

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

PUBLICATION DATES:

Dec. 23, 2024

NOTICE ID: m29tXVEoPPCeSrmpnDuH

PUBLISHER ID: COL-8000925

NOTICE NAME: Copy Z-11-24

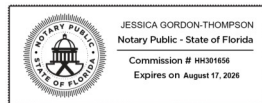
Publication Fee: 321.42

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

(Signed) Laquansay Nickson Watkins

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: 12/24/2024

J. Thompson

Notary Public

Notarized remotely online using communication technology via Proof.

BLOOMINGTON CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-11-24

Notice is hereby given that the Bloomington City Council will hold a public hearing on Monday, January 13, 2025, at 6:00 PM, on a request submitted by Aruthra, LLC, (1301 Shaunessey Dr.), for approval of an Annexation Agreement, from County R-2 (Two-Family) District to City R-2 (Mixed Residence) District, pertaining to property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, consisting of approximately 6.57 acres, legally described as: A part of Lots 10 and 11 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat recorded in Book 2A of Plats at page 92, McLean County, Illinois more particularly described as follows: Beginning at the Southwest Corner of said lot 11. From said Point of Beginning, thence north 733.95 feet along the West Line of said Lot 11 to the Southwest Corner of Lot 27 in Westwood Subdivision in said Northwest Quarter; thence east 300 feet along the South Lines of Lots 27 and 26 in said Westwood Subdivision which form an angle to the left of 90°-02' with the last described course to the Southeast Corner of said Lot 26; thence southeast 84.98 feet along the Southwest Line of Lot 25 in said Westwood Subdivision which forms an angle to the left of 134°-56' with the last described course; thence Northeast 71.25 feet along a line which forms an angle to the left of 230°-51' with the last described course to the East Line of said Lot 10; thence South 675.58 feet along said East Line which forms an angle to the left of 83°-43'-30" with the last described course to the Southeast Corner of said Lot 10; thence West 425.35 feet along the South Lines of said Lots 10 and 11 which form an angle to the left of 91°-10' with the last described course to the Point of Beginning, in McLean County, Illinois, except the south 43.00 feet thereof (PIN: 21-18-153-009). Those wishing to provide testimony must appear in person or by a duly authorized agent or attorney. The meeting packet will be available prior to the hearing on the City's website www.bloomingtonil.gov. Questions may be directed to (309) 434-2226 ext. 5 or 115 E. Washington St., Ste 201. Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or mhurt@cityblm.org. 12/23 COL-8000925

ANNEXATION AGREEMENT & PETITION
RIDGEWOOD WEST
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation Agreement & Petition on the Bloomington Township Fire Protection District, McLean County Unit 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, Bloomington-Normal Water Reclamation District, and Heartland Community College District 540, by placing the Notices in an envelope addressed and with postage fully prepaid; depositing the Notices in envelopes in the United States Post Office at Bloomington, Illinois, at or about 11:50 a.m. on 12/11, 2024, and the Notices were sent certified mail, return receipt requested.

True and correct copies of the Notices are attached hereto and incorporated as Exhibit "A". The notices were sent to the mailing list attached hereto and incorporated as Exhibit "B".



Alissa Pemberton, City Planner

Subscribed and sworn to before me this
11TH of DECEMBER 2024.


Notary Public



EXHIBIT A NOTICE

TO: Chief of Bloomington Township Fire Protection District
President of Bloomington Township Fire Protection District
Trustees of Bloomington Township Fire Protection District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Bloomington Township Fire Protection District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
apemberton@cityblm.org

Responses and Inquiries to:
David G. Armstrong
WOOD, DEVARY & ARMSTRONG P.C.
207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Superintendent of McLean County Unit 5 School District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

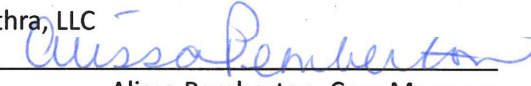
This property is or may be in the McLean County Unit 5 School District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/9/24

Aruthra, LLC

By: 

Alissa Pemberton, Case Manager

Prepared by:

Alissa Pemberton

City Planner, City of Bloomington, IL

115 E. Washington Street, Ste. 201

Bloomington, IL 61701

(309) 434-2448

apemberton@cityblm.org

Responses and Inquiries to:

David G. Armstrong

WOOD, DEVARY & ARMSTRONG P.C.

207 W. Jefferson Street, Suite 400

Bloomington, IL 61701

(309) 827-0044

darmstrong@wdalawyers.com

NOTICE

TO: President of Golden Prairie Public Library District
 Vice President of Golden Prairie Public Library District
 Secretary/Treasurer of Golden Prairie Public Library District
 Trustees of Golden Prairie Public Library District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Golden Prairie Public Library District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/19/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:
 Alissa Pemberton
 City Planner, City of Bloomington, IL
 115 E. Washington Street, Ste. 201
 Bloomington, IL 61701
 (309) 434-2448
 apemberton@cityblm.org

Responses and Inquiries to:
 David G. Armstrong
 WOOD, DeVARY & ARMSTRONG P.C.
 207 W. Jefferson Street, Suite 400
 Bloomington, IL 61701
 (309) 827-0044
 darmstrong@wdlawyers.com

NOTICE

TO: Trustees of Bloomington Township
Supervisor of Bloomington Township
Clerk of Bloomington Township

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Bloomington Township.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton
Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
apemberton@cityblm.org

Responses and Inquiries to:
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207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Commissioner of Bloomington Township Highway Commission

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Bloomington Township Highway Commission.

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Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton
Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
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Bloomington, IL 61701
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darmstrong@wdalawyers.com

NOTICE

TO: Executive Director of Bloomington-Normal Airport Authority

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

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PIN: 21-18-153-009

This property is or may be in the Bloomington-Normal Airport Authority.

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Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton
Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
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207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Executive Director of Bloomington-Normal Water Reclamation District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

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PIN: 21-18-153-009

This property is or may be in the Bloomington-Normal Water Reclamation District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

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Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:

Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
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Responses and Inquiries to:

David G. Armstrong
WOOD, DEVARY & ARMSTRONG P.C.
207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Heartland Community College District 540

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Heartland Community College District 540.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated

12/9/24

Aruthra, LLC

By:

Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:

Alissa Pemberton

City Planner, City of Bloomington, IL

115 E. Washington Street, Ste. 201

Bloomington, IL 61701

(309) 434-2448

apemberton@cityblm.org

Responses and Inquiries to:

David G. Armstrong

WOOD, DEVARY & ARMSTRONG P.C.

207 W. Jefferson Street, Suite 400

Bloomington, IL 61701

(309) 827-0044

darmstrong@wdalawyers.com

**EXHIBIT B
MAILING LIST**

Bloomington Township Fire Protection District

Tom Willan, Chief
14880 Old Colonial Rd
Bloomington, IL 61705

David Owens, President
14880 Old Colonial Rd
Bloomington, IL 61705

Dale Herring, Trustee
14880 Old Colonial Rd
Bloomington, IL 61705

McLean County Unit District No. 5 School District

Kristen Kendrick- Weikle, Superintendent
1809 W. Hovey
Normal, IL 61761

Golden Prairie Public Library District

Ary Anderson, President
205 E. Olive Street
Bloomington, IL 61701

Jim Russell, Vice President
205 E. Olive Street
Bloomington, IL 61701

Kathy Vroman, Secretary/Treasurer
205 E. Olive Street
Bloomington, IL 61701

Patti Salch, Trustee
205 E. Olive Street
Bloomington, IL 61701

Ruth Novosad, Trustee
205 E. Olive Street
Bloomington, IL 61701

Stephanie Walden, Trustee
205 E. Olive Street
Bloomington, IL 61701

Stephen Peterson, Trustee
205 E. Olive Street
Bloomington, IL 61701

Bloomington Township

David Mier, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Gary Pearl, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Mark Yontz, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Christopher Witte, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Jennifer Capodice, Supervisor
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Jennifer Vericella, Clerk
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Bloomington Township Highway Commissioner

Rodney Boester, Highway Commissioner
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Bloomington-Normal Airport Authority

Carl Olson, Executive Director
Bloomington-Normal Airport Authority
3201 CIRA Drive, Suite 200

Bloomington, IL 61704

Bloomington-Normal Water Reclamation District

Tim Ervin, Executive Director
Bloomington-Normal Water Reclamation District
2015 W. Oakland Avenue
Bloomington, IL 61701

Heartland Community College District 540

Dr. Keith Cornille, President
1500 West Raab Road
Normal, Illinois 61761

9171 9690 0935 0309 9015 24

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9171 9690 0935 0309 9016 30

9171 9690 0935 0309 9016 23

9171 9690 0935 0309 9016 16

9171 9690 0935 0309 9015 79

9171 9690 0935 0309 9015 62

9171 9690 0935 0309 9015 48

9171 9690 0935 0309 9015 55

9171 9690 0935 0309 9015 17

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CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the November 25, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, NOVEMBER 25, 2024 6:00 P.M.

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

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Absent
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Absent
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

No Recognition or Appointments were presented.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. No emailed public comment was received. Zach Carlson spoke in person.

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

Item 8.A. Consideration and Action to Approve the Minutes of the October 28, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$12,175,655.15, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on Approving Reappointment to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed reappointment be approved.)

Item 8.D. Consideration and Action on a Resolution Approving the Purchase of Network Uninterruptible Power Supplies (UPS) from Anixter, Inc., in the Amount of \$50,355.06, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 077

A RESOLUTION APPROVING THE PURCHASE OF NETWORK UNINTERRUPTIBLE POWER SUPPLIES (UPS) FROM ANIXTER INC., IN THE AMOUNT OF 50,355.06

Item 8.E. Consideration and Action on a Resolution Approving the Purchase of 75 HP Elite Mini Desktops with 3-Year Hardware Support, from HP, Inc., in the Amount of \$60,000.75, as requested by the Information Technology Department. (Recommended Motion: That the Resolution be approved.)

RESOLUTION NO. 2024 – 078

A RESOLUTION APPROVING THE PURCHASE OF 75 HP ELITE MINI DESKTOPS WITH 3-YEAR HARDWARE SUPPORT, FROM HP, INC., IN THE AMOUNT OF \$60,000.75

Item 8.F. Consideration and Action on a Resolution Approving the Purchase and Installation of Water Quality Testing Equipment, Hardware, and Software from YSI, Inc., in the Amount of \$81,346.13, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 079

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF WATER QUALITY TESTING EQUIPMENT, HARDWARE, AND SOFTWARE FROM YSI, INC., IN THE AMOUNT OF \$81,346.13

Item 8.G. Consideration and Action on a Resolution Approving an Agreement with Donohue & Associates, Inc., for a Study to Evaluate the Conversion of the Existing Quicklime System to a Hydrated Lime System at the Water Treatment Plant, in an Amount Not to Exceed \$74,300, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 080

A RESOLUTION APPROVING AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC., FOR A STUDY TO EVALUATE THE CONVERSION OF THE EXISTING QUICKLIME SYSTEM TO A HYDRATED LIME SYSTEM AT THE WATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED \$74,300

Item 8.H. Consideration and Action on a Resolution Approving the Expansion of the Automatic License Plate Reader (ALPR) Program to Work in Conjunction with the Public Safety Camera System (PSCS) through the Purchase of 14 Additional Flock, Inc. Cameras and one Solar Falcon LR, in the Amount of \$104,850, as requested by the Police Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 081

A RESOLUTION APPROVING THE EXPANSION OF THE AUTOMATIC LICENSE PLATE READER (ALPR) PROGRAM TO WORK IN CONJUNCTION WITH THE PUBLIC SAFETY CAMERA SYSTEM (PSCS) THROUGH THE PURCHASE OF 14 ADDITIONAL FLOCK, INC. CAMERAS AND ONE SOLAR FALCON LR, IN THE AMOUNT OF \$104,850

Item 8.I. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Town of Normal for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment on the Town's Water Tower at Fort Jesse Road, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 082

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF NORMAL FOR THE INSTALLATION OF AUTOMATIC METER READ INFRASTRUCTURE (AMI) EQUIPMENT ON THE TOWN'S WATER TOWER AT FORT JESSE ROAD

Item 8.J. Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment at 2015 W. Oakland Avenue and 1 Tiehack Circle, in the Amount Not to Exceed \$120 Annually, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 083

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT (BNWRD) FOR THE INSTALLATION OF AUTOMATIC METER READ INFRASTRUCTURE (AMI) EQUIPMENT AT 2015 W. OAKLAND AVENUE AND 1 TIEHACK CIRCLE, IN THE AMOUNT NOT TO EXCEED \$120 ANNUALLY

Item 8.K. Consideration and Action on a Resolution Approving the Closure of State Highway Business 51 for the Jaycees Holiday Parade Event on December 7, 2024, to be Held from 10:00 A.M. to 11:30 A.M., as requested by the Department of Community Impact & Enhancement. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 084

A RESOLUTION APPROVING THE CLOSURE OF A PORTION OF STATE HIGHWAY BUSINESS 51 FOR THE JAYCEES HOLIDAY PARADE EVENT ON DECEMBER 7, 2024, TO BE HELD FROM 10:00 A.M. TO 11:30 A.M.

Item 8.L. Consideration and Action on an Ordinance Denying the Application for a Special Use Permit for a Vehicle Sales & Service Use in the B-1 (General Commercial) District, for the Property Located at 1513 Morrissey Drive, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 085

AN ORDINANCE DENYING THE APPLICATION FOR A SPECIAL USE PERMIT FOR A VEHICLE SALES & SERVICE USE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1513 MORRISSEY DRIVE

Item 8.M. Consideration and Action on a Resolution Approving a Construction Agreement with George Gildner, Inc., for the Ridgewood Terrance Water Main Replacement Construction Project (Bid #2025-18), in the Amount of \$298,089.30, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 085

A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT WITH GEORGE GILDNER, INC., FOR THE RIDGEWOOD TERRANCE WATERMAIN REPLACEMENT CONSTRUCTION PROJECT (BID #2025-18), IN THE AMOUNT OF \$298,089.30

Item 8.N. Consideration and Action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Ninth Addition, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2024 – 086

AN ORDINANCE APPROVING THE FINAL PLAT OF THE GROVE ON KICKAPOO CREEK NINTH ADDITION

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Presentation of the FY 2024 Annual Comprehensive Financial Report, Delivered by the Audit Firm, Baker Tilly Virchow Krause, LLP, as requested by the Finance Department.

City Manager, Jeff Jurgens, introduced the Item, thanked City staff for their work, and passed to Finance Director, Scott Rathbun.

Director Rathbun provided a brief overview of the audit, thanked staff for their involvement with the audit, and introduced Michael Millot, Baker Tilly Principal.

Mr. Millot thanked Council and the Finance Department for their efforts throughout the audit process. He briefly discussed the Independent Auditors Report section of the Fiscal Year ("FY") 2024 Annual Comprehensive Financial Report. He recommended the review of the Transmittal Letter and the Management's Discussion and Analysis ("MD&A") for a high-level overview of fiscal year reports and projections. He explained the audit process and noted that a deep dive into the City's American Rescue Plan Act ("ARPA") funding had resulted in no discrepancies being found. He highlighted that this was uncommon in the industry and commended the City's work. He shared a deep dive into the Foreign Fire Insurance Board and the Tax Increment Financing ("TIF") had also been completed to ensure spending of funds were compliant with State statutes and again, no discrepancies resulted. He explained additional work completed and summarized that no issues were found during the course of the audit, nor were there any significant findings of risk to report.

Council had no questions.

Finance Director's Report

Scott Rathbun, Finance Director, presented the FY Financial Summary as of October 31, 2024. He highlighted major tax revenues, compared last year's figures, and discussed year-to-date figures and encumbrances. He summarized FY2025 General Fund Revenues and Expenditures, Enterprise Funds, and Sewer Fund expenditures and revenues. He concluded by noting where to locate City budget materials.

Council Member Ward and City Manager Jurgens discussed grant opportunities for funding a portion of the East Street Basin project.

Council Member Montney congratulated Director Rathbun on a clean, no-finding audit. She and Director Rathbun then discussed ARPA funding and potential ways to close the gaps in the Local Motor Fuel Tax fund to address the steady decline in revenues due to alternative transportation sources.

City Manager's Discussion

City Manager Jeff Jurgens provided an update on bulk leaf pick-up and then highlighted multiple upcoming events within the community. He noted that the December 2, 2024 Council meeting would be cancelled and the City would only have one Council meeting in December.

Mayor's Discussion

Mayor Mwilambwe wished Council and the community a Happy Thanksgiving.

Council Member's Discussion

Council Member Montney complimented the Public Works Department on their bulk leaf pick-up program.

Council Member Hendricks echoed compliments and highlighted the upcoming Livingston Department Store 14 Foot Tall Santa holiday installation.

Council Member Becker highlighted Sr. Deputy City Manager Tyus and staff for an improved crosswalk near North Point School and the many compliments received on it.

Council Member Ward highlighted local faith leaders and gave thanks for the diversity of our community.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 6:41 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$21,089,463.35, 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 \$21,089,463.35 (Payroll total \$6,696,383.55, Accounts Payable total \$13,962,744.61, Bank Transfers total \$277,471.98, and Procurement Card Purchases total \$152,863.21).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
12/13/2024	\$ 2,742,577.10	\$ 627,794.63	\$ 3,370,371.73
12/27/2024	\$ 2,705,790.84	\$ 619,720.39	\$ 3,325,511.23
Off Cycle Adjustments	\$ 168.14	\$ 332.45	\$ 500.59

	PAYROLL TOTAL	\$ 6,696,383.55
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS
1/13/2025	AP General	\$ 6,873,039.13	11/02/24-12/02/2024
1/13/2025	AP JMScott	\$ -	\$152,863.21
1/13/2025	AP Comm Devel	\$ 45,061.97	
1/13/2025	AP IHDA	\$ 79.00	
1/13/2025	AP Library	\$ 987,190.24	
1/13/2025	AP MFT	\$ -	
12/05/2024-01/06/2025	Out of Cycle AP	\$ 6,057,374.27	
11/04/2024-01/03/2025	AP Bank Transfers	\$ 277,471.98	
	AP TOTAL	\$ 14,240,216.59	
			PCARD TOTAL
			\$152,863.21

GRAND TOTAL	\$ 21,089,463.35
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Purchase of Two Horton Ambulances through Foster Coach and the Suburban Purchasing Cooperative, in the Amount of \$763,220, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Fire Department ("FIRE") is requesting to purchase two Horton Ambulances through the Suburban Purchasing Cooperative ("NWMC") from Foster Coach Sales, Inc. in Sterling, Illinois for \$763,220. The replacement of two ambulances was included in the FY 2025 budget as adopted by Council. The proposed new ambulances will replace the current Medic 1 and Medic 4 front-line ambulances and move the older units to a reserve status. The ambulance design will be duplicated from the ambulance that was purchased in FY 2021 (Medic 1). This is a continuation of the design of Medic 2, purchased in FY 2020 that Department Paramedics have found to be operationally effective, providing increased space to provide patient care and a smoother ride for their patients during transport to hospitals.

Since 2021, there has been a 23% price increase as well as an extended build time of over 500 days. Both factors have impacted the City's normal replacement schedule. Previously it was the FIRE's policy to replace frontline ambulances after 5 years of service and utilize the replaced unit as a reserve or back-up ambulance for an additional 5 years. Due to extended build times on ambulances, FIRE will evaluate the need to keep an additional ambulance in a reserve status or work with City staff to dispose of both vehicles in accordance with City Code. It is estimated that even if both vehicles were sold on an online public auction, they would sell for less than \$20,000.

The ambulance would be purchased through the Suburban Purchasing Cooperative (SPC-NWMC), of which the City is a member. This organization combines the resources and purchasing power of multiple governments to jointly bid and negotiate advantageous contract terms. The SPC is a joint purchase program sponsored by the NWMC, DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors & Managers Association (SSMMA), and Will County Government League (WCGL). The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis. Contract #214, exp. 5/31/2025.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase two Horton Ambulances through the NWMC from Foster Coach Sales, Inc. for \$763,200. This purchase was included in the Fiscal Year 2025 budget for \$800,000 under the Fire-Capital Outlay Licensed Vehicle account (10015210-72130). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 244, and in the Budget Book titled "Other Funds & Capital Improvement" on page 99.

Respectfully submitted for consideration.

Prepared by: Jason Greer, Deputy Chief of EMS

ATTACHMENTS:

[FIRE 1B Resolution](#)

[FIRE 1C Resolution - Exhibit A - Quote](#)

[FIRE 1D Build Specifications](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING THE PURCHASE OF TWO HORTON AMBULANCES
THROUGH FOSTER COACH AND THE SUBURBAN PURCHASING COOPERATIVE,
IN THE AMOUNT OF \$763,220**

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of two Horton Ambulances through Foster Coach and the Suburban Purchasing Cooperative ("PURCHASE"), in the amount of \$8,114,030.10; and

WHEREAS, the detailed quote is attached (Exhibit A); and

WHEREAS, the City of Bloomington (CITY) is committed to ensuring the safety and well-being of its residents through the provision of high-quality emergency medical services; and

WHEREAS, the PURCHASE consists of two new reliable and state-of-the-art Horton ambulances which are necessary to support the CITY's emergency response efforts effectively, meet the operational needs, and enhance the CITY's emergency medical services capabilities; and

WHEREAS, the total cost of \$763,220 for these ambulances is within the CITY's allocated budget and deemed to be a necessary and prudent expenditure for public safety; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FOSTER COACH SALES, INC.**EXHIBIT A**

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

QUOTATION

TO: CITY OF BLOOMINGTON
109 EAST OLIVE STREET
PO BOX 3157
BLOOMINGTON, IL 61702-3157

DATE: 11/11/24

ATTN: CHIEF GREER

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
2	HORTON MODEL 623 (173") ALL ALUMINUM MODULAR AMBULANCE WITH 74" HEADROOM MOUNTED ON A 2026-27 F550 4X4 GAS CHASSIS PER ENCLOSED WORK ORDER	\$ 381,610.00	\$ 763,220.00
4	ADDITIONAL OPTIONS INCLUDED IN THE FINAL COST		
2	GRAVITY TYPE OHIO FLOWMETER		
2	INSTALL CUSTOMER SUPPLIED RADIO & CRADLE POINT		
2	LETTERING & STRIPING PER EXISTING UNITS		
4	PURCHASE& INSTALL FIRE VULCAN LED LIGHTS		
2	INSTALL CUSTOMER SUPPLIED POWER LOAD SYSTEM		
2	FRONT OEM CAB SEATS DONE IN VINYL		
2	PURCHASE & INSTALL HAVIS MDT DASH MOUNTED BRACKET		
2	PURCHASE & INSTALL HAVIS ARMREST IN THE CAB		
1	FACTORY INSPECTION TRIP FOR (3) DEPARTMENT PERSONAL		
2	MAKE AND INSTALL PLACE CARD HOLDERS PER UNIT		
		\$ Total	\$ 763,220.00
ACCEPTED BY: _____			
TITLE: _____ Date: _____			

ESTIMATED DELIVERY:

28-30 MONTHS PENDING CURRENT BACKLOG AT ORDER

PROPOSED BY:

ANDREW FOSTER, VICE PRESIDENT



PRELIMINARY BUILD SPECIFICATION

Quote # [REDACTED]

Production #

Document Rev. # 1

Status: Draft

Prepared For:

Corey Matheny
 Bloomington Fire Department
 109 E. Olive Street
 Bloomington,
 IL
 61701
 Phone:

Presented By:

Andrew Foster
 Foster Coach
 903 Prosperity Drive
 Sterling, IL
 61081
 Phone: 800-369-4215

Option	QTY	Description
CHASSIS		
1000-0002	1	AMBULANCE SPECIFICATIONS
1000-0003	1	PREVIOUS UNIT REFERENCE NUMBER 20985 Previous unit number is as follows.
SR00287862	1	CHASSIS, 2025 FORD F-550 4X4, 193, GAS The chassis required to complete the conversion shall be supplied by Horton.
SR00287816	1	FIN CODE/GPC DISCOUNT Apply GPC Discount FIN Code: QB324
SR00287830	1	OEM CHASSIS OPTIONS Order chassis with the following OEM options: - (4) Traction tires on rear - (2) All-Position tires on front - No Hi-Mount stop lamp (59H)
1000-0071	1	CHASSIS ORDERED WITH ALUMINUM WHEELS The specified chassis is to be ordered to include OEM aluminum wheels.
1000-0063	1	CRAWL THROUGH FOR FORD Type 1 Ford chassis to be modified for crawl through access to the patient area.
1000-0083	1	STANDARD CAB HEIGHT The specified chassis will have the standard cab height.
1000-0252	1	TIRE PRESSURE MONITOR APEX, F450/550 Install an Apex tire pressure monitoring caps, suitable for use on the Ford F450/550 chassis, on all tires.
1000-0346	1	MUD FLAPS, REAR, LARGE W/LOGO Install individual rear mud flaps behind each set of rear wheels. Mud flaps to include Horton logo.
1000-0088	1	REAR DOCK BUMPERS, WIDE

Spec Writer: **John Cox**

Spec Designer:

Bloomington Fire Department

		Install two (2) wide style black rubber standard sized dock bumpers. Locate one on either side of the rear step on the end caps.
1000-0090	1	REINFORCE REAR BUMPER END CAPS Reinforce end caps of rear bumper for greater impact resistance.
1000-0223	1	RUNNING BOARDS: EMB.W/STAR PUNCH, F SERIES Install heavy duty aluminum embossed diamond plate running boards and splash shields. Running boards are to be star punched for enhanced drain and foot grip.
1000-0237	1	BUMPER W/3" SET BACK STEP, F SERIES Install a diamondplate rear step/bumper with 3" recessed center section. Center section is to be fixed.
3000-0014	1	APPLY RUST PROOFING TO REAR BUMPER MOUNTING COMPONENTS. Apply rust proofing to all mounting components of the rear bumper.
1000-0149	1	LIQUID SPRING SUSPENSION, F 550 Install a Liquid Spring hydraulic rear suspension. Wire system to dump when the left rear entry door is opened. Install manual controls in the cab near the driver.
3000-0407	1	RECEIVER/DRYER KIT, FORD F-SERIES CHASSIS Install standard receiver/dryer kit w/pressure switch in the air conditioning system.
BODY		
2000-0179	1	AMBULANCE BODY Conversion model is to be a 623F-I using a Ford F Series chassis. Body length is 173".
SR00287785	1	SWEEP-OUT FLOOR CONFIGURATION All sweep-out floors shall be fabricated from flat aluminum with a D/A finish.
2000-0237	1	CRASH BARRIER SAFETY CONFIGURATION The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment. Compartment to include standard LED strip lighting.
SR00287811	1	CRASH BARRIER DESIGN NOTES Note: Squad bench to be less than 72" long. Actual Size: 42.65"H x 57.20"H x 21.36"D Clear Opening: 40.02"W x 55.82"H Include a D/A finished flat aluminum sweep-out floor and sill plate. Install double exterior doors. Include a diamond plate close-out in upper section for interior drawers per drawing. Include (2) adjustable shelves. Install (1) at I/O floor level and (1) directly below closeout. Size I/O for 36" clear height opening. Include cargo net (spec'd elsewhere) Install a flat, brushed stainless steel countertop - no flanges for dealer installed countertop. (spec'd elsewhere)
2000-0014	1	HEADROOM, 74" The headroom is to be 74".
2000-0240	1	EMBOSSED DIAMONDPLATE AT SIDE ENTRY DOOR Fabricate the side door stepwell using embossed diamond treadplate.
2000-0245	1	DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT Fabricate curbside of body with 6" drop skirt. To include two step side entry.
2000-0246	1	STREETSIDE 6" DROP SKIRT Fabricate streetside of body with 6" drop skirt.
2000-0249	1	ENHANCED INSULATION PACKAGE

Spec Writer: **John Cox**

Spec Designer:

Bloomington Fire Department

		Install the enhanced insulation package.
2000-0250	1	SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE Install standard sound control package.
2000-1050	1	ROOF POCKET, AUXILIARY CONDENSER Install a roof pocket for a CoolTech I unit.
2800-0000	1	BRONZE TINT WINDOWS, FIXED, REAR ENTRY DOORS Install bronze tinted solid fixed windows in the rear module access doors.
2800-0002	1	BRONZE WINDOW, SLIDING FOR SIDE ENTRY DOOR Install a sliding bronze window in the side access door.
2000-0265	2	EMERGENCY RELEASE, REAR DOORS Install standard emergency release knobs on top and bottom of the rear module entrance doors.
2000-0704	1	EMERGENCY RELEASE, SIDE ACCESS DOOR Install emergency release knobs on top and bottom of the side module entrance door.
2000-0010	1	DOOR HANDLES Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.
2000-0811	1	VI-TECH MOUNTING, F SERIES Install standard Vi-Tech body mounts.
2000-0270	1	MIRROR STAINLESS STEEL SPLASH SHIELDS Install #8 mirror stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.
2000-0690	1	FENDERS, STAINLESS, STD, CS 6" DROP SKIRT Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the curbside rear wheelwell location.
2000-0691	1	FENDERS, STAINLESS, STD, SS 6" DROP SKIRT Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the streetside rear wheelwell location.
2000-0586	1	C CHANNEL RUB RAILS Install 'C' channel style lower body rub rails.
SR00287800	1	FENDER AND RUB RAIL CONFIGURATION Vehicle includes a 6" streetside and curbside drop skirt. Install fenders for a 3" drop skirt on both sides and lengthen the rub rails so they extend below the fenders forward of the rear wheels. Note: Whelen Strip-Lite Plus rub rail lights (spec'd elsewhere)
2000-0276	1	EXTENDED DIAMOND PLATE CORNER GUARDS Install extended diamond plate corner guards that extend to the bottom of the paint stripe or pin stripe which ever is applicable.
SR00287787	1	EXTENDED CORNER GUARD SIZE Extend front corner guards to 36"H.
2000-0281	1	REAR DOOR HOLD OPENS, GRABBER Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLDOPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)
2000-0583	1	ENTRY DOOR THRESHOLDS, LINE-X Apply black Line-X to the side and rear entry door thresholds. Delete the standard anti-slip tape.
2000-0623	1	FLAT ALUMINUM REAR RISER

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		The rear riser is to be fabricated out of flat aluminum.
2000-0684	1	LICENSE PLATE BRACKET, CENTER OF RISER Install a recessed rear license plate bracket centered in the rear riser. Include an LED license plate light.
2000-0282	1	FUEL FILL PLATE Install a stainless steel plate on the body face below the fuel fill housing.
SR00287853	1	DOOR REFLECTOR - DELETE Delete all stick-on rectangular reflectors on exterior of body and interior entry door panels.
COMPARTMENTATION		
SR00287832	1	Curbside Compartments. The curbside compartments are to be 1" deeper than standard.
2900-1552	1	STREETSIDE FORWARD COMPARTMENT The height of the streetside front compartment is to be the full available height of the body. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
SR00287824	1	STREETSIDE FRONT COMPARTMENT MODIFICATIONS Increase width by 9" to 33.25" (I.D.) Increase depth to 22" Compartment to have double exterior doors. Stamp additional compartment vents (if possible)
2000-0401	1	SS FORWARD COMPT. FLAT ALUMINUM The streetside forward compartment is to be fabricated from flat aluminum.
2900-2900	1	LINED COMPARTMENT, STREETSIDE FORWARD Spray the streetside forward compartment with Line-X lining. Material color is noted below.
2900-0004	2	ADJUSTABLE SHELF STREETSIDE FRONT - Between Dividers - 40" Above Floor (No Shelf Track Below 40") Right Side of Divider per Drawing Install diamond plate adjustable shelving in the streetside forward compartment. Locate as noted.
2900-0219	2	FIXED VERTICAL DIVIDER, STREETSIDE FRONT - (1) 11.5" from Right Wall, (1) 12" Forward of the Right Divider - Fabricate from Flat Aluminum Install a 16" deep fixed vertical divider in the streetside forward compartment. Locate as noted above.
2900-2902	2	LINED DIVIDER, STREETSIDE FORWARD - Both Dividers per Drawing Spray the specified streetside forward compartment divider with Line-X lining. Material color is noted below.
2900-0105	2	VELCRO BACKBOARD STRAP STREETSIDE FRONT - Per Drawing Install a Velcro backboard strap in the designated compartment.
2000-0225	1	SWEEP OUT COMPARTMENT FLOOR, SS FRONT Streetside forward compartment floor is to be sweep-out style.
2900-0095	1	SILL PLATES, STREETSIDE FRONT Install a stainless sill plate on the streetside forward compartment.
2900-1556	1	STREETSIDE INTERMEDIATE COMPARTMENT The height of the streetside intermediate compartment is to be reduced to allow space for an interior cabinet located below the interior countertop. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.

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SR00287795	1	STREETSIDE INTERMEDIATE COMPARTMENT NOTES Decrease width 9". HOPS closeout to be as small as possible. Note: The add-on electrical equipment (except inverter/charger) is to be installed on the top shelf of the curbside rear compartment. The inverter/charger will be installed in the SS intermediate, upper right ceiling with metal cage as small as possible. Include a hole for reset access.
2000-0402	1	SS INTRMDT COMPT. DIAMONDPLATE The streetside intermediate compartment is to be fabricated from diamondplate.
2900-0144	1	ADJUSTABLE SHELF STREETSIDE INTERMEDIATE - Centered Between Divider and Right Wall Install diamond plate adjustable shelving in the streetside intermediate compartment. Locate as noted.
2900-0220	1	FIXED VERTICAL DIVIDER, STREETSIDE INTERMEDIATE - 30" from Right Wall Install a 16" deep fixed vertical divider in the streetside intermediate compartment. Locate as noted above.
SR00287793	1	ADD-ON ELECTRICAL ACCESSORIES RELOCATION Note: The add-on-electrical accessories (less the inverter/charger) shall be relocated to the upper shelf of the curbside rear compartment.
2900-0252	1	EXPANDED METAL CAGE, STREETSIDE INTERMEDIATE Install an expanded metal cage around the onboard electrical equipment per location noted above. Include access ports to equipment with grip lock around the edges of the openings.
2000-0624	1	SWEEP OUT COMPARTMENT FLOOR SS INTERMEDIATE COMPT Streetside intermediate compartment floor is to be sweep-out style.
2900-4005	1	SILL PLATES, STREETSIDE INTERMEDIATE Install a stainless sill plate on the streetside intermediate compartment.
8000-0145	1	SS WHEELWELL COMPARTMENT, DELETE Vehicle is not equipped with a streetside wheelwell compartment.
2900-1824	1	STREETSIDE REAR COMPARTMENT - 65.50"H x 28.63"W The streetside rear compartment is to be custom sized per dimensional information provided. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
SR00287837	1	STREETSIDE REAR COMPARTMENT MODIFICATIONS Compartment to have a single door. Reduce the depth of the upper 18" to accommodate an 8"D (I.D.) interior cabinet. Stamp additional compartment vents.
2000-0404	1	SS REAR COMPT. DIAMONDPLATE The streetside rear compartment is to be fabricated from diamondplate.
2900-0141	1	FIXED SHELF STREETSIDE REAR - 12" Below Compartment Ceiling Install a fixed diamond plate shelf in the streetside rear compartment using (4) cast shelf brackets, (2) for right wall, (2) for left wall. Install cast brackets directly to the compartment walls. Locate shelf as noted.
SR00287825	1	C-CHANNEL - SHIP LOOSE Ship loose (1) section of C-channel sized to fit on the back wall between the floor and the upper reduced depth section. Include mounting hardware for dealer install.
2000-0608	1	SWEEP OUT COMPARTMENT FLOOR SS REAR COMPT

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		Streetside rear compartment floor is to be sweep-out style.
2900-4007	1	SILL PLATES, STREETSIDE REAR Install a stainless sill plate on the streetside rear compartment.
2900-1826	1	CURBSIDE REAR COMPARTMENT - 82.13"H x 28"W x 21.36"D The curbside rear compartment is to be custom sized per dimensional information provided. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
SR00287826	1	CURBSIDE REAR COMPARTMENT NOTES Stamp additional venting. Install the add-on electrical accessories on the upper shelf of this compartment. Install a closeout to cover the remote switch panel on curbside riser.
2000-0408	1	CS REAR COMPT. DIAMONDPLATE The curbside rear compartment is to be fabricated from diamondplate.
2900-0149	1	FIXED SHELF CURBSIDE REAR - 19" Below Ceiling (For Add-On Electrical Equipment with Cage) Install a fixed diamond plate shelf in the curbside rear compartment using (4) cast shelf brackets, (2) for right wall, (2) for left wall. Install cast brackets directly to the compartment walls. Locate shelf as noted.
SR00287854	1	C-CHANNEL SHIP LOOSE Ship loose (1) section sized to fit on the back wall between the floor and the upper shelf. Include mounting hardware for dealer installation.
2900-0148	1	ADJUSTABLE SHELF CURBSIDE REAR - 50" Above Compartment Floor - Reduce Depth by 3" to Clear C-Channel Install diamond plate adjustable shelving in the curbside rear compartment. Locate as noted.
2900-0256	1	EXPANDED METAL CAGE, CURBSIDE REAR Install an expanded metal cage around the onboard electrical equipment per location noted below. Include access ports to equipment with grip lock around the edges of the openings.
SR00301249	1	EXPANDED METAL CAGE NOTE Install cage around the air horn compressor only. Make as small as possible
2000-0611	1	SWEEP OUT COMPARTMENT FLOOR CS REAR COMPT Curbside rear compartment floor is to be sweep-out style.
2900-4008	1	SILL PLATES, CURBSIDE REAR Install a stainless sill plate on the curbside rear compartment.
8000-0090	1	CS INTRMDT COMPT, DELETE Vehicle is not equipped with a curbside intermediate compartment.
8000-0143	1	CURBSIDE FRONT COMPT DOOR DELETE
2900-4081	1	LINE-X LINER COLOR, BLACK The specified Line-X lining is to be black in color.
2900-1204	1	DRI DECK, BLACK Black Dri-Deck is to be installed on the floor and shelving of all exterior compartments. To include tapered edge trim pieces where applicable.
PAINT AND GRAPHICS		
5000-0004	1	CHASSIS PAINT Red - FLNA3050 Paint chassis special color as noted above.
5000-0189	1	MODULE PAINT Red - FLNA3050

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		The module body is to be painted a special paint color and paint code as noted above.
SR00287815	1	PAINT MODULE ROOF WHITE Paint the flat surfaces of the module roof White FRD97:Z1. No White paint to be visible from the ground.
5000-0014	1	PAINT PANEL: SAMPLE Red - FLNA3050 A painted test panel shall be prepared with the paint color and number noted above,
5000-0071	1	STAR OF LIFE, 36" Install 36" star of life on the module body roof per 'K' requirements..
SR00287809	1	DELETE SCOTCHLITE STRIPS Delete access door Scotchlite strips. Do not install KKK chevrons on center door panels. Dealer to install KKK chevrons.
INTERIOR FEATURES		
2000-1120	1	POLYCARBONATE COLOR: LIGHT TINT All polycarbonate doors to be 'light tint'.
2000-0834	2	COUNTERTOP, MATTE, GRAY GRANITE Inhalation Area and Crash Barrier Install solid surface countertop(s) in lieu of stainless steel. Material is to include radiused and tapered corners and is to have a matte finish. Color is to be Gray Granite. Locate as noted above.
2000-0299	1	STAINLESS STEEL-INHALATION AREA WALLS: The rear and side walls bordering the inhalation area are to be covered with brushed stainless steel.
SR00287861	1	STAINLESS STEEL INHALATION AREA WALL NOTE Extend the stainless steel to include the CPR seat area per drawing.
2000-0301	1	STAINLESS STEEL-INHALATION PANEL: The inhalation panel is to be fabricated from brushed stainless steel. All edges are to be filed.
2000-0642	1	POLAR WHITE CG TECH INTERIOR COLOR The patient area walls, inner door panels and inhalation panel (EXCLUDING the main cabinet wall and associated areas such as the action area, CPR seat and telemetry area when equipped) are to be finished with Polar White CG Tech material. Requires stainless risers and lower door panels.
SR00287786	1	FLOORING Install Loncoin Fleckstone Black Onyx #150 (No Top Seal)
SR00287792	1	FLOORING MATERIAL ON RISERS Fabricate risers for both the streetside and the squad bench side and cover the risers with flooring material to match the floor. When floor rolls under on the riser, use a mechanical fastener to help make sure flooring stays attached.
2000-0325	1	STAINLESS STEEL LOWER DOOR PANELS Finish lower section of inside patient compartment doors with stainless steel.
SR00287860	1	STAINLESS STEEL ON LOWER ENTRY DOOR PANEL NOTE Extend the stainless steel upward to adjoin the center panel so no CG-Tech is exposed.
2000-0669	1	WHITE CABINET COLOR All interior cabinetry is to be painted White.
2000-0709	1	CABINET PAINT TO BE SMOOTH

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		The specified cabinet paint is to have a smooth finish.
2000-3014	1	GUNMETAL VACU-FORM VINYL COLOR All seat cushions, backrests and vinyl closeouts are to be covered in Gunmetal colored material.
2000-3011	1	VACUFORMED UPHOLSTERY All seat cushions including head and back cushions are to be vacuformed style with .5" overhang. All closeouts are to be covered with matching material and installed per standard. Head, backrest and HOPS cushions are to be made and attached per standard. Bucket seats to be specified separately.
2000-0322	1	FIXED SEATBASE, 2" EXTENSION Install the standard aluminum fixed seat base for the attendant's seat specified. Extend the top plate 2" and install the seat 2" inboard from standard.
2000-0326	1	STANDARD FIXED SEATBASE Install the standard aluminum fixed seat base for the attendant's seat specified.
2000-1620	1	USSC CHILD, BLACK 4-POINT, GUNMETAL Install a vacu-formed Gunmetal USSC high back bucket seat with integral child safety seat and black 4pt seatbelt and safety vest. The seat to be adjustable front to rear and is to be mounted at the head of the cot.
2000-1754	1	OCCUPANT RESTRAINT. HEAD OF BENCH, BLACK Install an MBrace 4-pt seatbelt at the head position of the squad bench. Color is to be black.
2000-1758	1	OCCUPANT RESTRAINT. FOOT OF BENCH, BLACK Install an MBrace 4-pt seatbelt at the foot position of the squad bench. Color is to be black.
2000-0605	1	ALUMINUM INTERIOR CABINETS All interior cabinets are to be fabricated from aluminum.
3000-1120	1	TUBULAR AIRBAG, ATTENDANT'S SEAT Install a tubular airbag at the attendant's seat. Unit uses a straight upper inhalation cabinet and include a cabinet beneath the main countertop.
3000-1125	1	HEAD CURTAIN AIRBAG, ATTENDANT'S SEAT Install a head curtain air bag for the attendant's seat for use with a standard linen cabinet.
3000-1126	1	AIRBAG SENSOR Install the standard airbag sensor in the standard location.
2000-0575	1	CABINET TRIM RADIUS Install smooth radiused trim molding on all applicable interior cabinets.
SR00287845	1	RADIUS STYLE TRIM NOTES Do not install on the rear corner of the crash barrier. Install on the forward corner of the crash barrier and the rear bench wall.
2000-1408	1	INFUSION PUMP RAIL Install an infusion pump rail as noted.
SR00287852	1	INFUSION PUMP RAIL NOTES Locate above rear portion of inhalation area wall. Attach to the wall with 90-degree stanchions. Size per drawing.
2900-0223	1	IV HANGER, CP WITH RUBBER ARM COT KNEE - In-Line with Rear Streetside Dome Lights per Drawing Install a Cast Products recessed IV hanger with rubber arm over the cot knee area.
2900-0221	1	IV HANGER, CP WITH RUBBER ARM BENCH KNEE - In-Line with Rear Curbside Dome Lights per Drawing Install a Cast Products recessed IV hanger with rubber arm over the bench knee area.

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2000-1311	1	GRAB RAIL: 6FT YELLOW ANTI-MIC, OVER BENCH - Aisle Edge of Bench per Drawing Install a standard style 6' main grab rail with yellow anti-microbial coating. Locate offset toward the bench wall in the patient area ceiling.
2000-1306	1	GRAB RAIL: 8FT YELLOW, OVER COT - Above Streetside Edge of Cot Per Drawing Install a standard style 8' main grab rail with yellow anti-microbial coating. Locate offset toward the main wall over the cot position in the patient area ceiling.
2000-1307	1	VERTICAL GRAB RAIL, 2' YELLOW, BOLSTER Install a standard style 2' grab rail with yellow anti-microbial coating. Locate on the bench bolster at the side access door angled upward toward the forward end.
2000-1315	1	VERT GRAB RAIL, 2 FT. YELLOW ANTI-MIC MAIN WALL Install a standard style 2' grab rail with yellow anti-microbial coating. Locate to the street side just inside the rear entry doors mounted vertically.
2000-1316	1	VERT GRAB RAIL, 2 FT. YELLOW ANTI-MIC REAR DOORS Install a standard style 2' grab rail with yellow anti-microbial coating. Locate to the curb side just inside the rear entry doors mounted vertically.
2000-1308	1	PATIENT DOOR GRAB RAILS: YELLOW ANTI-MICROBIAL Install standard 'V' shaped grab rails with yellow anti-microbial coating. Locate on the interior door panels of all three patient entry doors.
2000-0423	1	CEILING MATERIAL, PLATINUM WHITE COMPOSITE The standard module ceiling material shall be platinum white aluminum composite.
2000-0578	1	FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE Supply and ship loose a five lb ABC fire extinguisher.
2000-0579	1	FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE Supply and ship loose a second five lb ABC fire extinguisher.
SR00287841	1	GLOVE STORAGE ABOVE REAR ENTRY DOORS Install (2) single glove boxes over the rear entry doors. Include padded hinged lids with oval access openings and ball catch latches. Glove Box Size: 11"W x 5.5"H x 4.5"D
STREETSIDE CABINERY		
2000-0337	1	LINEN CABINET Install a standard storage cabinet behind the attendant seat.
SR00287817	1	LINEN CLOSET CONFIGURATION The linen closet shall be wider than standard per drawing. Below the electronics cabinet, install (4) equal size Polycarbonate doors with piano hinges and flush pull ring latches. Include a fixed center shelf and (1) adjustable upper and (1) adjustable lower shelf. Do not install aluminum trim on shelving.
2900-1076	1	FIXED SHELF, UPPER LINEN CLOSET Fab and install a fixed aluminum shelf in the upper section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-2029	1	SOLID LAMINATE-COVERED LINEN CLOSET DOOR Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.
2900-1070	1	PIANO HINGE FOR LINEN CLOSET TOP DOOR The upper linen cabinet door(s) is/are to use piano style hinge.
2900-1056	1	SOUTHCO LOCKING LATCH, LINEN CABINET DOOR TOP,

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		Install a stainless flush mount Southco locking pull latch on the upper linen cabinet door.
2000-0343	1	STREETSIDE WALL WITH CPR SEAT Street side cabinet wall to include a CPR seat.
2000-1762	1	OCCUPANT RESTRAINT. CPR SEAT, BLACK Install an MBrace 4-pt seatbelt at the CPR seat position. Color is to be black.
2000-1795	1	CPR SEAT BACK CUSHION, GUNMETAL The MBrace backrest cushions for the CPR seat are to be Gunmetal #8539 in color. Seat cushion and closeout colors are listed separately.
SR00287789	1	MAIN WALL DRAWERS - (3) Install (3) pull-out drawers in the main wall per drawing. Locate: (1) Below the inhalation area countertop - forward of the CPR seat. Size: 16"W x 10.375"H x 16"D (All I.D.) Include (2) adjustable dividers installed front-to-back of drawer. Locate: (2) Equal-size drawers below the CPR seat Size: 24.125"W x 6"H x 16"D (All I.D.) Note: Drawer faces to be solid trimmed edge construction style. All drawers to have Large side-mounted slides and (1) bottom mounted slide. Include stops on all drawers to avoid hitting the cot. All surfaces of drawer trays to be non-painted with a D/A finish.
SR00287820	1	CABINET SHELF NOTE Do not install aluminum trim on any main wall shelves.
SR00287806	1	CPR SEAT NOTES Increase width to 37" per drawing. Center the 4-point restraint in the seating area and delete the HOPS SRS at this location.
2900-4094	1	STRAIGHT UPPER CABINET, AFT OF CPR SEAT - 28.50"W x 14.75"H x 16"D The upper cabinet aft of the CPR seat is to be straight with no angle.
2000-1161	1	POLYCARBONATE HINGED DOOR, REAR CPR CABINET Cabinet below rear counter is to have a 3/8" polycarbonate vertically hinged door.
2900-1168	2	SELF CLOSING STYLE HINGE, REAR CPR CABINET The upper cabinet rear of the CPR seat is to use self-closing style hinges.
2900-1171	1	ADJUSTABLE SHELVING, REAR CPR CABINET Install painted adjustable shelving in upper cabinet aft of the CPR seat.
2900-1172	1	LATCH, HINGED DOOR: SOUTHCO, REAR CPR CABINET Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.
2000-2050	1	CUSTOM CABINET, Cabinet 1 Dimensions: 16.75H x 30.75W x 16D - Location: Rear Upper Inhalation Cabinet Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.
2000-1123	1	POLYCARBONATE SLIDING, CABINET 1 Cabinet specified above is to have sliding polycarbonate doors.
2900-0117	1	LIFT UP CABINET FRAMES INTERIOR Cabinet 1 Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and latches.
2900-0061	2	INTERIOR ADJUSTABLE SHELVING Cabinet 1

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		Install painted adjustable shelving in cabinet #1.
2900-0062	1	FIXED VERTICAL DIVIDER INTERIOR Cabinet 1 Install a fixed aluminum vertical cabinet divider.
2000-2051	1	CUSTOM CABINET, Cabinet 2 Dimensions: 16.75H x 28.5W x 8D - Location: Lower Rear Main Wall Main wall cabinet #2 dimensions are to be as noted above. Note that dimensions are I.D.
2000-1140	1	POLYCARBONATE HINGED DOOR, Cabinet 2 Cabinet specified above is to have a 3/8" polycarbonate vertically hinged door.
2900-0281	1	LATCH, HINGED DOOR: SOUTHCO SS Cabinet 2 Install stainless flush mount Southco pull latches on the selected hinged doors on the cabinet designated above.
2900-0337	3	SELF CLOSING STYLE HINGE Cabinet 2 Cabinet #2 door(s) is/are to use self-closing style hinges.
2900-0172	1	INTERIOR ADJUSTABLE SHELVING, Cabinet 2 Install painted adjustable shelving in cabinet #2.
2900-4103	1	LIFT UP CABINET FRAMES, UPPER INHALATION CABINET Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and horizontal latches.
2000-2058	1	UPPER INHALATION CABINET 16.75"H x 30.75"W x 16"D Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.
2000-1156	1	POLYCARBONATE SLIDING, UPPER INHALATION CABINET Cabinet specified above is to have sliding polycarbonate doors.
2900-1094	2	INTERIOR SHELVING, UPPER INHALATION CABINET Install painted adjustable shelving in upper inhalation cabinet.
2900-1092	1	FIXED VERTICAL DIVIDER, UPPER INHALATION CABINET Centered Install a fixed aluminum vertical cabinet divider.
2000-2059	1	LOWER INHALATION CABINET - 12.75"H x 43"W x 16"D Cabinet below the inhalation area dimensions are to be as noted above. Note that dimensions are I.D.
2000-1159	1	POLYCARBONATE SLIDING, LOWER INHALATION Cabinet specified above is to have sliding polycarbonate doors.
CURBSIDE CABINETRY		
2000-0359	1	SQUAD BENCH WITH NO CUPS OR WELLS Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.
SR00287791	1	BENCH AREA DRAWERS - (4) Install (4) pull-out drawers in the bench area per drawing. Locate: (2) Equal size drawers in the cabinet inside the upper rear section of the crash barrier. Locate: (2) below the bench cushion - Forward: 16.75"W x 5.5"H x 16"D (All I.D.) - Rearward: 11.25"W x 10.5"H x 10"D (All I.D.) Drawer faces to be solid trimmed edge construction style. All drawers to have Large side-mounted slides. Include an additional Large bottom-mounted slide on the (2) drawers below the bench cushion. Install stops on all drawers to avoid hitting the cot. All drawer trays to be non-painted with a D/A finish.
SR00287840	1	CABINET IN CRASH BARRIER Install a cabinet inside the crash barrier to house (2) aisle facing drawers (spec'd elsewhere)

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8000-0056	1	BENCH END RESTRAINT FOR USE WITH HOPS, DELETE
2000-0377	1	CARGO NET-HEAD OF BENCH Install a cargo net at the head of the bench. Net to be removeable for cleaning purposes.
SR00287799	1	CARGO NET NOTES Locate: Aisle side of crash barrier Install with (7) Ferno seat belt buckles at the top and (7) Ankra clips at the bottom. Per drawing. Fabricate net to be open around the drawer - do not cover drawers with net.
2000-0743	1	SINGLE CUSHION SQUAD BENCH The squad bench cushion is to be one piece.
2000-0380	1	BENCH HOLD OPENS: GAS Install gas spring hold opens on squad bench lid.
SR00287836	1	GAS HOLD OPEN NOTE Install (1) at each end of the reduced length bench.
2000-0585	1	BENCH HOLD-DOWN: PADDLE LATCHES (SINGLE) Install a recessed paddle latch into the squad bench riser to retain the squad bench lid in the closed position.
2000-0382	1	BENCH CUSHION EDGE TRIM: Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.
2000-1790	2	BENCH BACK CUSHION, GUNMETAL The MBrace backrest cushions for the bench seating positions are to be Gunmetal #8539 in color. Seat cushion and closeout colors are listed separately.
SR00287838	1	GLOVE BOX STORAGE, FORWARD BENCH CABINET Glove storage area to be 12.75"W x 11.75"H x 4.5"D (All I.D.) to house (2) glove boxes. Glove box size: 11"W x 5.5"H x 4.5"D. Include a glove box divider and a CLEAR polycarbonate hinge-up lid with oval access openings and a flush pull ring latch. Install storage so it is flush with the overhead cabinet face. Install a false wall to decrease the inside depth so a total of (2) boxes can be stored here.
SR00287803	1	(3) BENCH CABINET, HINGED DOORS Fabricate and install a bench ceiling cabinet above the squad bench with (3) lift up Poly doors per drawing. - (2) 30.5"W forward sections - Rear section to be reduced in width by 4" - Cabinet depth to be 10"D (8"D I.D.)
2900-1130	3	SOUTHCO LATCH OVERHEAD BENCH CABINET Install stainless flush mount Southco pull latches on the bench ceiling cabinet.
2900-1135	9	SELF CLOSING HINGE FOR OVERHEAD BENCH CABINET The bench ceiling cabinet door(s) is/are to use self-closing style hinges.
2900-1134	2	FIXED DIVIDER, BENCH CEILING CABINET - To Create (3) Sections per Drawing (Note: Sections Are Not Equal in Width) Install a fixed aluminum vertical cabinet divider.

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3000-0404	1	CONTROL PANEL, BENCH WALL, ANGLED, HEAD Install an additional i4G+ panel in the specified angled housing below the forward portion of the bench ceiling cabinet. Program the panel accordingly.
3000-0289	1	ANGLED HOUSING OVER HEAD OF BENCH An angled housing shall be installed just below the forward portion of the bench ceiling cabinet. The housing shall provide an installation location for an additional or relocated rear electrical control panel.
FRONT WALL CABINETRY		
SR00287829	1	SLIDING CAB TO MODULE DOOR Install a sliding cab to module pocket door.
COT MOUNT		
2000-0616	1	STRYKER POWER LOAD PRE-WIRE ONLY Cot Type: None Supply and install a Pre-wire only for a Stryker Power load system. Note: this option does not comply with GSA change notice 8. Certification cannot be provided unless Horton installs the entire mount assembly.
VISUAL WARNING		
3000-0043	1	LIGHT BAR MOUNT: REAR FACE OF BODY Install the specified rear lightbar on the rear face of the body.
SR00287849	1	WHELEN TANF8 TRAFFIC ADVISOR Install a Whelen TANF85 rear traffic advisor with (8) Amber LEDs on rear face below the drip rail. Traffic Advisor to be controlled via Core. Install a center ICC light cluster on top of Traffic Advisor.
SR00291370	1	WHELEN CORE SYSTEM All Whelen emergency lighting, plus the primary siren and Howler siren functions, shall be controlled via a Whelen CORE system. System to include the following components: - C399 (brain box and siren amplifier) Note: Standard Cast Products siren speakers to be used. - CCTL6 (controller) - [2] CEM16 (16-output expansion modules) - CHOWLER (Howler low-frequency siren and amplifier) - LCPHOTO (Photo cell) - CV2V (vehicle-to-vehicle sync module) Configure: All sirens/lights should be "home run" to CORE. Horton to provide power to turn on the CORE system. Note - Horton will NOT warranty any part of this system including the Horton install and programming/functions of the CenCom system. Dealer and end-user must collaborate with Whelen representative for final programming. Quote reference #1161
3200-0067	4	M9, BLUE/BLEU LENS - Front Face - (3) per Layout, (1) Rear Face - Streetside Upper Outboard Corner Install Whelen M9 series LED lights as noted. Lights to be blue with blue lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3000-0068	4	M9, RED/RED LENS - Front Face - [R] [B] [R] [B] [R] [B] [R] Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3300-0068	4	M9, RED/RED LENS - (2) Streetside - Upper Outboard Corners, (2) Curbside - Upper Outboard Corners Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.

Spec Writer: John Cox

Spec Designer:

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3400-0068	2	M9, RED/RED LENS - Rear Face - Window Level Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3500-0068	1	M9, RED/RED LENS - Rear Face - Curbside Upper Outboard Corner Install Whelen M9 series LED lights as noted. Lights to be red with red lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
SR00291371	1	M7 RED/WHITE "DUO" - WHEEL WELL LIGHTS Install (2) Whelen #M7DD Red/White "DUO" series lights with clear lenses and chrome flanges per drawings. Locate: (1) Each side above rear wheel wells
3000-5103	1	M7 Amber/Amber Lens Rear Center KKK Install a Whelen M7 series LED light centered on the rear face of the body above the rear doors. Light is to be amber with an amber lens. Light is to include a chrome flange and flash pattern programmability from the front control panel.
SR00287810	1	M4 RED/WHITE "DUO" - INTERSECTION LIGHTS Install (2) Whelen #M4DD Red/White "DUO" series lights with chrome flanges and clear lenses per drawings. Locate: On chassis fenders as intersection lights
SR00287821	1	STRIP-LITE PLUS RUB RAIL LIGHTS Install (6) Strip-Lite Plus LED lights with chrome flanges and clear lenses inside the C-channel rub rails. Locate (3) per side. Configure: [R] [B] - Front Rails [R] - Rear Rails
SR00287827	1	GTT 792H OPTICOM Install a GTT 792H high-priority emitter #78-8113-4540-0 recessed on center of front face per drawing. Wire through neutral safety switch to cancel in "PARK". Include a separate front control panel switched labeled "OPTICOM".
SR00287851	1	ION SERIES - GRILLE LIGHTS Install (4) Whelen ION wide-angle grille lights with chrome flanges on the chassis grille. Locate: [R] [R] - Upper Bar Locate: [G] [G] - Lower Bar
AUDIBLE WARNING		
SR00287807	1	AIR HORNS: UNDER BUMPER FORD F-SERIES Install (1) Buell 10" (#1061) and (1) Buell 12" (#1062) trumpet below bumper. Include a Velvac #035105 (1488ci) reservoir tank. Locate compressor on top shelf of curbside rear compartment. Locate the solenoid in a protected area close to the trumpets. Activate via (2) chrome switches in front console - one each side. Activate only when vehicle is in gear.
3000-1543	1	SPEAKERS, CAST PRODUCTS, F SERIES Install Cast Products siren speakers, applicable to Ford F-Series chassis, in the front bumper.
NON-EMERGENCY LIGHTING		

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SR00287797	1	FIRETECH SCENE LIGHTS - FRONT FACE Install (2) Firetech #FT-GESM surface mount Guardian Elite scene lights with chrome bezels. Install vertically on the front face below the outboard M9 lights on Horton fabricated 15 degree angled brackets. Lights to function as address lights. Program to activate with the respective side scene lights.
SR00287859	1	FIRETECH SCENE LIGHTS - LOAD LIGHTS Install (2) FireTech #FT-GSMJR surface mounted Guardian Elite scene lights with chrome bezels. Locate: Above rear doors to function as load lights.
3000-0208	1	KKK SIDE BODY MARKER LIGHTS, M6 SERIES LED (PAIR) Install red Whelen M6 series LED turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication. Lights do not flash with warning lights unless otherwise specified. Includes chrome flanges.
SR00287818	1	KKK SIDE BODY MARKER LIGHT LOCATION Locate on rear compartment doors - same position each side.
3000-0217	1	LED EXTERIOR COMPARTMENT LIGHTING Install full height LED strip lighting in all exterior compartments with the exception of any wheelwell compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.
SR00287868	1	OS SERIES MARKER LIGHT NOTES Do not install rear center ICC lights. Rear center ICC lights to be provided with Traffic Advisor option (spec'd separately). Credit applied.
3000-0847	1	WHELEN OS SERIES MARKER LIGHTS. Install Whelen OS series ICC marker lights.
3000-0849	1	WHELEN OS SERIES INTERIOR TURN/BRAKE LIGHTS ON REMOVABLE PANEL ABOVE THE REAR ENTRY DOORS. Install (1) red and (2) amber Whelen OS series lights on a removable upholstered panel installed on the interior closeout above the rear entry doors to indicate turn signal and brake light activation.
SR00287848	1	FIRETECH SCENE LIGHTS - BODY SIDES Install (4) Firetech #FT-GESM surface mount Guardian Elite scene lights with chrome bezels. Locate: (2) per body side per drawing
SR00287850	1	BRAKE/TURN SIGNAL INDICATOR LIGHT LOCATION NOTE Install below clock.
3000-1753	1	RED/AMBER WARNING, TOP, SIDE ACCESS DOOR Install a Tecniq red/amber split L.E.D. light strip on the upper curbside access door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash (alternate colors) when the access door is open, and the emergency lighting is activated.
SR00287813	4	TECNIQ E-10 SERIES GROUND LIGHTING Install (4) Tecniq #E10-WS00-1 LED lights using the OEM supplied stainless steel mounting brackets. Locate: (1) Beneath each body corner per drawing. Program all lights to default to "ON" at all times with ignition activation. Include a cancel switch in front console.
3000-0660	1	RED WARNING LIGHT, TOP, STREETSIDE FRONT

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Spec Designer:

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		Install a Tecniq red L.E.D. light strip on the upper streetside forward compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-0661	1	RED WARNING LIGHT, TOP, STREETSIDE INTERMEDIATE Install a Tecniq red L.E.D. light strip on the upper streetside intermediate compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-0662	1	RED WARNING LIGHT, TOP, STREETSIDE REAR Install a Tecniq red L.E.D. light strip on the upper streetside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
3000-0659	1	RED WARNING LIGHT, TOP, CURBSIDE REAR Install a Tecniq red L.E.D. light strip on the upper curbside rear compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
SR00287798	1	RED WARNING, CENTER, CRASH BARRIER Install a Tecniq red L.E.D. light strip on the CENTER of the rear-facing crash barrier compartment door inner panel. Installation will be near flush with the inner door panel. The light strip is to flash when the compartment door is open, and the emergency lighting is activated.
SR00287839	1	DOOR WARNING NOTES Program the light strips on all rear facing doors to flash with the doors open and ignition activated. Install the appropriate width LED strips to fit the door panels.
3000-1444	1	TAIL LIGHTS, M6/M9 SERIES, HORIZONTAL MOUNTED Install Whelen M6 series LED stop/tail and reverse lights. and M9 series turn arrows. Install the stop/tail and reverse lights in the rear riser/kick plate with brake/tail outboard. Install the turn signals above in the rear body panels. Lights to include chrome flanges.
ELECTRICAL		
SR00287814	1	MISCELLANEOUS PRE-WIRES Install a 12AWG DC power/ground battery hot pre-wire. Terminate behind the inhalation panel. Install (2) 10AWG wires - one Red and one Black. Route from inside the console to the electronics cabinet. Leave 18" service loops on both ends. Do not connect to power.
SR00287857	1	LIQUID SPRING WIRING NOTE Add a resettable circuit breaker from the battery for the liquid springs power instead of an 80-amp fuse. Customer had problems with previous unit and since added a circuit breaker and problems resolved.
3000-0018	1	ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.
3000-0019	1	ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.
3000-0022	1	ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES

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Spec Designer:

Bloomington Fire Department

		The specified power door locks are to be wired to the chassis OEM door lock switches.
3000-0451	1	ELECTRIC DOOR LOCKS CONCEALED LICENSE PLATE Install a concealed switch in the license plate bracket to operate the power door lock circuit. Doors shall be wired to unlock only on this circuit.
3000-1265	1	IV WARMER, SMITHWORKS - Linen Closet - On the Adjustable Shelf (Hard-Wired) A Smithworks IV warmer will be installed as noted. The warmer will be wired to 12V ignition activated power, and be shoreline activated. Requires (1) 12v outlet selected separately.
SR00297998	1	SMITHWORKS IV WARMER NOTE Warmer to be appropriately fused and hard-wired. No outlet is desired.
3000-0316	1	ANGLED HOUSING, FRONT MODULE FACE DRIVER SIDE FOR SHORELINE/S AND INDICATOR PANELS IF ORDERED. An angled housing shall be installed on the driver side of the front module face. The housing shall provide an installation location for shoreline/s and indicator panels if ordered. The housing is to be painted to match the module.
3000-0305	1	INPOWER BATTERY SWITCH, WITH WAKE BUTTON 5 min. Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.
SR00287812	1	KUSSMAUL INVERTER/CHARGER Install a Kussmaul #091-263-12-1500 Auto Power 1500 inverter/charger in streetside intermediate, top right. Include a #091-200-IND bar graph display on the front face angled housing above the shoreline inlet.
3000-0310	4	110V INTERIOR OUTLET - (2) Lower Portion of Crash Barrier - One on Each Side Wall, (1) Bottom Section of Linen Closet, (1) Streetside Intermediate Compartment (Near Inverter) - See Drawings Install a 110V outlet(s) as noted.
SR00287801	1	ADDITIONAL 110V OUTLETS WITH USB PORTS Install (3) Hubbell #USB8200W 110v/USB combination outlets (Horton P/N 10013883). Locate: - (1) Forward inhalation area - (1) Inhalation area forward of CPR seat - (1) Curbside forward wall above the crash barrier
3000-0549	4	INTERIOR 12VDC OUTLETS: CL TYPE/USB - (1) Inhalation Area, (1) Center Section of Linen Cabinet (Surface Mounted on Fixed Shelf), (1) Curbside Wall Above Crash Barrier, (1) CB Below Bottom Shelf (Surface Mounted on Back Wall Facing Outward) - (NOTE: All Outlets are 12v only - No USB) Install a 12VDC cigarette style/USB outlet(s) as noted. Wire battery hot.
3000-1462	1	SHORELINE 1, 20A SUPER AUTO EJECT, RED Mount a Kussmaul Super Auto Eject 20 amp shoreline inlet in the standard location. Cover is to be red.
3000-1500	1	PD BOX LOCATION, LEFT HAND SIDE, SS INT. COMPARTMENT Install the power distribution panel on the left hand side of the streetside intermediate compartment. Close off this area from the remainder of the compartment.
3000-0327	1	EXTRA 12VDC CIRCUIT BREAKER: INTERMEDIATE COMPT An extra circuit breaker shall be installed in the streetside intermediate compartment.

SR00287831	1	REPORT LIGHT CONFIGURATION Activate both lights simultaneously. Red and White lights to be controlled by separate switches in the rear control panel. Label appropriate switches as "Report Light White" and "Report Light Red".
3000-0333	1	REPORT LIGHT LED PAIR, E13 RED/WHITE Two Tecniq E13 red/white LED report lights shall be located at the action wall to light the counter area. Each light is to be 2.75" round.
SR00287843	1	WELDON CAB CEILING LIGHT Install a Weldon #8086-6978-68 Red/Clear split dome lamp with integral activation switches. Locate: Centered in cab headliner. Position side-to-side with Red portion on driver's side.
3000-0338	1	CLOCK, INTELLITEC LED: OVER REAR DOORS Install an Intellitec Time Manager clock over the rear doors.
SR00287847	1	TECNIQ E06 SERIES STEP WELL LIGHT Install (1) Tecniq #E06-WS00-1 4" round LED light with stainless steel trim ring. Locate: RH side of step well Configure: Light to activate with door open
3000-0350	1	ROM DUROLUMEN LED ABOVE HEAD IN CEILING A ROM Durolumen light fixture shall be provided and installed as noted above. Fixture is to be operable from the rear switch panel as well as through other means as noted within this document.
3000-0583	1	ROM DUROLUMEN LED ABOVE WAIST IN CEILING A ROM Durolumen light fixture shall be provided and installed as noted above. Fixture is to be operable from the rear switch panel as well as through other means as noted within this document.
3000-0359	8	PATIENT CEILING DOME LIGHTS WHELEN LED Install Whelen 80COEHCR LED dome lights in the patient area ceiling. The lights will have a high/low feature with the switch in the rear control panel.
SR00287823	1	DOME LIGHT PROGRAMMING Program all dome lights to activate at full intensity with dome timer activation. When the battery switch is in the "OFF" position, program the dome lights to activate at "LOW" intensity when a module access door is opened. Lights to remain on until manually switched off at panel. Include separate dimmer switches for each bank of lights.
SR00287844	1	DOME TIMER SETTING Set for (60) minutes.
3000-0526	1	3 SWITCH PANEL SIDE ACCESS DOOR Install an i4G 3-switch control panel on the side entry door panel.
3000-2104	1	TIMER, DOME LIGHTS, SIDE ACCESS DOOR Install an electronic momentary touch timer switch in the specified I4g switch panel on the side access door panel. The switch will enable time limited operation of the specified dome lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-5043	1	DUMP OVERRIDE, i4G, SIDE DOOR PANEL Install the dump override switch in the panel selected for the side entry door inner panel.
SR00297999	4	3-SWITCH PANEL - REAR CURBSIDE WALL Install a 3-switch remote panel on the curbside wall near rear entry doors per drawing.

Spec Writer: **John Cox**

Spec Designer:

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		Panel functions: - Dump Override - Dome Timer
SR00287822	1	STREAMLIGHT PRE-WIRES - (3) Provide (3) 12v pre-wires for future installation of charger bases. Leave a 24" service loop at each location. - Streetside rear compartment - left wall below notch - Curbside rear compartment - left wall above shelf - Cab console for Knox Box Configure: Battery hot
3000-0377	1	SECURITY IDLE SYSTEM, F SERIES Install a security idle system. To include horn activation feature.
3000-0007	1	BACKUP ALARM RESET, MOMENTARY Install a back-up alarm and provide a momentary backup alarm reset button on the front console.
3000-0031	1	CAMERA LOCATION: OVER REAR DOORS, EXTERIOR The integrated camera system noted is to include a camera installed over the rear doors on the vehicle exterior for use in reverse.
3000-0047	1	CAMERA LOCATION: OVER REAR DOORS, EXTERIOR A backup/reverse camera is to be installed on the rear module face and will be activated when the chassis is placed in reverse gear. This camera will be viewed on the I4G+ screen in the cab unless otherwise specified.
SR00287863	1	CAMERA MONITOR Install a 7" Brigade #VBV-770HFM windshield mounted monitor.
PROGRAMMING		
6000-0001	1	LIGHT PROGRAMMING: SIDE REAR SCENE The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.
6000-0002	1	LIGHT PROGRAMMING: RIGHT SIDE SCENE The right side scene lights shall come "on" when the side patient door is opened.
SR00287808	1	ADDITIONAL SCENE LIGHT PROGRAMMING Program the scene lights to activate with any respective side compartment or entry door opening. Activate the rearmost side body scene lights to activate in Reverse or when the load lights are activated.
6000-0003	1	LIGHT PROGRAMMING: LOAD LIGHT Program the rear load lights to activate with transmission reverse plus the standard mode of operation.
6000-0018	1	WHITE LIGHT CUTOFF SWITCH Provide a switch in the front control panel to deactivate all forward facing white lights. This includes wig wag flashers if ordered.
6000-0019	1	REAR LIGHT DIMMER SWITCH Provide a switch in the front control panel to dim all rear-facing lights to 50% illumination.
6000-0006	1	PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.
6000-0007	1	LIGHT PROGRAMMING: PARK BRAKE

		Program a warning to display on the front console readout advising to set the Parking Brake when the module disconnect switch is "ON" and the transmission is placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.
6000-0010	1	LIGHT PROG: BRAKE LIGHT, BRAKE OVERRIDE Program the lower red flashing warning lights to operate as supplemental brake lights. The brake light feature is to override the warning mode. Once the brake is released then the lights should return to flashing.
3000-1269	1	MODULE DISCONNECT, DEFAULT TO "ON" Program the Module Disconnect to 'On' with battery activation.
HVAC		
3000-1616	1	COOLTECH I, F SERIES Install a Cool-Tech I 4-fan 100,000 BTU condenser in the recessed pocket in the roof of the body.
3000-4027	1	12V HVAC, ATTENDANT'S SEAT Install a Pre-charged 12V heat/AC system with brushless motor below the attendant seat.
3000-0424	1	3-PLY PANEL INTAKE FILTER Install a 3-Ply Panel air intake filter ILOS.
SR00287828	1	NFPA VENTS - ALUMINUM PAINTED An NFPA compliant venting system, to include a 400cfm exhaust fan along with a static vent, is to be installed. Install 9.5" aluminum covers (without manufacturer's logo) on both vents per drawings. The covers shall be painted to match the body color. Activation of the venting system is to be through the rear control panel.
RADIO		
3000-0432	1	ANTENNA COAX 1 Start: Inhalation Wall, End: Front Center of Mod Roof An RG 58U coax shall be installed terminating as noted above.
SR00287834	1	ADDITIONAL COAX - (3) Install (3) additional coax spaced evenly on module roof rearward of Coax #1. All (3) to terminate inside the electronics cabinet.
3000-0434	1	3/8" NMO MOUNT COAX 1 Supply and install a 3/8" NMO mount in conjunction with specified coax #1.
3000-0618	1	3/8" NMO MOUNT COAX 2 Supply and install a 3/8" NMO mount in conjunction with specified coax #2.
3000-0619	1	3/8" NMO MOUNT COAX 3 Supply and install a 3/8" NMO mount in conjunction with specified coax #3.
SR00287846	1	PULL WIRE AND CONDUIT Install a radio cable pull wire in a 2" smooth-wall continuous conduit. Wire/conduit to run from behind the driver's seat and terminate inside the electronics cabinet. Wire is not to be tied or otherwise prevented from moving freely.
3000-0437	1	RADIO HEAD PANEL: BLANK A blank removable panel shall be installed in the front console for future installation of radio heads.
3000-0624	1	REAR RADIO HEAD PANEL: BLANK 3 A blank removable panel shall be installed in the inhalation panel for future installation of radio heads as noted.
1000-0411	1	CONSOLE, LINE-X, W/MAP STORAGE, F SERIES

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Spec Designer:

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		Fabricate and install an aluminum cab console and spray with black Line-X material. Console is to include three (3) map/book slots at the rear of the console.
SR00287796	1	CONSOLE EXTENSION CONFIGURATION Console extension to attach to the standard front console. Include (3) glove box storage per drawing. Include open storage at rear of console for waste container. Install (1) Kussmaul #091-219-5 dual USB charging port in the lower right corner of angled face plate.
1000-0179	1	CUP HOLDERS, 2-TIER Install two (2) two-tier style cup holders recessed into the console.
3000-5156	1	POWER TERMINAL, DUAL, BEHIND DRIVER Install three (3) 10 gauge 30 amp cables to positive and ground studs behind the driver's seat for radio power. Wire one constant hot, one ignition hot and a ground.
SR00287855	1	(3) RADIO POWER/GROUND Install three 6-gauge cables with 50-amp capacity to positive and ground studs for radio power. Wire one constant hot, one ignition hot, and one ground. Locate: (1) Set inside front console Locate: (2) Sets inside the electronics cabinet.
OXYGEN		
4000-0001	1	O2 MOUNT, VERT TRACK FOR QRM-V Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the streetside forward compartment in the right hand corner. Bracket will be set up for an 'M' sized bottle.
4000-0018	1	O2 BOTTLE, BRACKET QRM-V Install a Zico QRM-V oxygen bracket for 'M' bottle. Locate in the streetside forward compartment.
SR00287856	1	OXYGEN ACCESS DOOR Provide access to the oxygen cylinder valve through the wall as depicted on the drawings. The oxygen access door shall be hinged so that it swings into the patient care area of the module. Door material is to match other selected cabinet doors. The opening shall be 7"W and trimmed with anodized aluminum. Include a Southco flush pull ring latch. Door height to be reduced due to upper inhalation cabinet height.
4000-0022	4	O2 OUTLET, OHIO MEDICAL - (1) Inhalation Panel, (2) Ceiling Above Cot per drawing, (1) Curbside Wall (Rear of i4g panel) - Leave Clearance for Tube Type Flowmeter Install O2 outlets per instructions above. Outlets to be Ohio Medical style.
4000-0025	1	OXYGEN WRENCH Install oxygen wrench in oxygen compartment. Mount securely to wall. Mount with length of chain or cable to allow for use without being removed from the compartment.
3000-0642	1	VACUUM OUTLET, OHIO MEDICAL - Inhalation Area Install a single Ohio style vacuum outlet. Locate per drawings.
4000-0179	1	ASPIRATOR, SSCOR, INHALATION AREA Install an SSCOR aspirator. The system shall include a wall mounted regulator and a canister holder. Plumb to the selected pump.
4000-0184	1	VACUUM PUMP CFP #107CDC20 Install a CFP #107CDC20 12vdc electric suction pump.
CERTIFICATIONS		
7000-0001	1	KKK-A-1822F CERTIFICATION LABEL

Spec Writer: **John Cox**

Spec Designer:

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		The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.
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CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Purchase from Rehrig Pacific Company, for Garbage and Recycling Carts and Accessories, in the Amount of \$200,772, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the Public Works Department will purchase 3,240 recycling and garbage carts and associated accessories from Rehrig Pacific Company ("Rehrig"). Quantities of each item are available in the attached quote.

On August 13, 2012, Council approved Rehrig Pacific Company as the cart vendor for garbage and recycling carts and accessories. The Department distributed Rehrig garbage and recycling carts to all Solid Waste Program customers as part of the automated trash and recycle collection program that started in 2014. The Department continues to distribute new Rehrig carts as well as replace/repair Rehrig carts as needed. In addition, the Department has a subscription agreement with Rehrig for their Vision software, which offers asset management, work order maintenance, dashboards and reporting, map center, and dispatch.

The City cannot competitively bid carts from a different company as they would be incompatible with the Vision software and cart parts such as wheel, lids, and pins and the City has made a significant capital investment with Rehrig. Staff feels that utilizing the limited source justification is in the best interest of the City and the fiscally responsible approach.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will waive the formal bidding process and will purchase garbage carts, recycling carts, and accessories from Rehrig Pacific Company, in the amount of \$200,772. Funds for this purchase are included in the Solid Waste-Toters account (54404400-71087). Stakeholders can locate information on this account in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 162.

Respectfully submitted for consideration.

Prepared by: Shannon Prewitt, Superintendent of Solid Waste

ATTACHMENTS:

[PW 1B Resolution](#)

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

[PW 1D Limited Source Justification.pdf](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE FROM REHRIG PACIFIC COMPANY, FOR GARBAGE AND RECYCLING CARTS AND ACCESSORIES, IN THE AMOUNT OF \$200,772

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

WHEREAS, the CITY has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 60; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of garbage and recycling carts and accessories ("PURCHASE"), in the amount of \$200,772; and

WHEREAS, the detailed invoice/quote is attached (Exhibit A); and

WHEREAS, on August 13, 2012, Council approved Rehrig Pacific Company as the cart vendor for garbage and recycling carts and accessories; and

WHEREAS, as part of the automated trash and recycle collection program that started in 2014, the Public Works Department distributed Rehrig garbage and recycling carts to all Solid Waste Program customers, and the Department continues to distribute new Rehrig carts as well as replace/repair Rehrig carts as needed; and

WHEREAS, the Department has a subscription agreement with Rehrig for their Vision software, which offers asset management, work order management, dashboards and reporting, map center, and dispatch; and

WHEREAS, the CITY cannot competitively bid carts from a different company, as they would be incompatible with Vision software and cart parts, such as wheel, lids, and pins, and the City has made a significant capital investment with Rehrig; and

WHEREAS, the PURCHASE consists of 3,240 garbage and recycling carts and associated accessories; and

WHEREAS, Staff believe waiving the formal bidding requirements for the purchase is in the best interest of the CITY; and

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

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, and the formal bidding requirements are waived.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



Locations:
1000 Raco Court, Lawrenceville, GA 30046
625 West Mockingbird Lane, Dallas, TX 75247
1738 W. 20th St, Erie, PA 16502
7452 Presidents Dr, Orlando, FL 32809
8875 Commerce Dr, DeSoto, KS 66018
7800 100th St, Pleasant Prairie, WI 53158
4010 East 26th St, Los Angeles, CA 90058

EXHIBIT A

Proposal

November 22, 2024

Bill-to: 204400		Ship-to: 219839		
BLOOMINGTON, CITY OF PO BOX 3157 BLOOMINGTON, IL 61702		BLOOMINGTON CITY OF : ILLINOIS 604 HOWARD STREET BLOOMINGTON, IL 61701		
Billing Contact:		Shipping Contact:		
Name: Shannon Prewitt Phone: 309-434-2322 Email: sprewitt@cityblm.org		Name: Same Phone: E-mail:		
ITEM DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Garbage Cart - PN# 210868 Body Color Requested: Black Lid Color Requested: Black Wheels / Casters: 10" Snap on with Intergrated Spacer		720	\$54.85	\$ 39,492.00
Rollout Cart Type: 65 Gallon NB Garbage Cart - PN# 352401 Body Color Requested: Black Lid Color Requested: Black Wheels / Casters: 10" Snap on with Intergrated Spacer		540	\$50.60	\$ 27,324.00
Rollout Cart Type: 35 Gallon MB Garbage Cart - PN# 309155 Body Color Requested: Black Lid Color Requested: Black Wheels / Casters: 8" Snap on with Intergrated Spacer		720	\$46.00	\$ 33,120.00
Artwork (Garbage): 				
Rollout Cart Type: 95 Gallon EG Recycle Cart - PN# 457756 Body Color Requested: Black Lid Color Requested: Pepsi Blue Wheels / Casters: 10" Snap on with Intergrated Spacer Options: IML (In mold label)		720	\$56.85	\$ 40,932.00
Rollout Cart Type: 65 Gallon NB Recycle Cart - PN# 360778 Body Color Requested: Black Lid Color Requested: Pepsi Blue Wheels / Casters: 10" Snap on with Intergrated Spacer Options: IML (In mold label)		540	\$52.60	\$ 28,404.00
Artwork (Recycle): 		540	Included	
Components: 95 Gallon Garbage Lid (Lid Pins Included)- PN# 235782 Lid Color Requested: Black		300	\$19.00	\$ 5,700.00
Components: 65 Gallon Garbage Lid (Lid Pins Included)- PN# 351687 Lid Color Requested: Black		200	\$18.00	\$ 3,600.00
Components: 35 Gallon Garbage Lid (Lid Pins Included)- PN# 345421 Lid Color Requested: Black		100	\$17.00	\$ 1,700.00
Components: 65 Gallon Recycle Lid (Lid Pins Included) - PN# 339320 Lid Color Requested: Pepsi Blue Options: IML (In mold label)		200 200	\$21.00 Included	\$ 4,200.00
Components: 95 Gallon Recycle Lid (Lid Pins Included) - PN# 233461 Lid Color Requested: Pepsi Blue Options: IML (In mold label)		300 300	\$22.00 Included	\$ 6,600.00
Components: 10 inch wheel		300	\$6.00	\$ 1,800.00
Components: 95G Axle		75	\$6.00	\$ 450.00
Components: 65G Axle		75	\$6.00	\$ 450.00
Is Product Taxable? No		Subtotal = \$193,772.00		
Is Freight taxable? No		Est. Tax on Product =		
Tax Rate: 0.00%		Est. Freight Rate (About 5 TLs) = \$7,000.00		
Terms: Net 30 Days		Est. Tax on Freight =		
		Total = \$200,772.00		
ADDITIONAL INFORMATION:				
Contract Options: None Ship From: Erie, PA facility Leadtime: 6 weeks or sooner Warranty: 10 year unprorated warranty Quote Valid: 30 Days Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.				
*** All Credit Card transactions are subject to a 2% processing fee.				
PRESENTED BY:		ACCEPTED BY:		
 Kaitlin Elliott 11/22/2024 Kaitlin Elliott Date Environmental Account Specialist Direct: (469) 515-0087 Email: customerservice@rehrig.com		Sign and Print Name Date Title:		
<i>To initiate order, please call or send signed proposal via fax or email to Presented By representative.</i>				

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Rehrig Pacific Company

Amount: \$ 200,772.00

Date: 12/3/2024

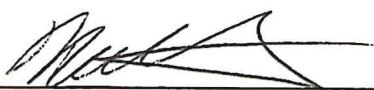
Description of item/service: 720; 95 gallon garbage carts and 540; 65 gallon garbage carts and 720; 35 gallon garbage carts and 720; 95 gallon recycle carts and 540; 65 gallon recycle carts and 300; 95 gallon garbage lids and 200; 65 gallon garbage lids and 100; 35 gallon garbage lids and 200; 65 gallon recycle lids and 300; 95 gallon recycle lids and 300; 10 inch wheels and 75; 95 gallon axles and 75; 65 gallon axles

Justification- City Council approved Rehrig Pacific Company as the sole provider for all garbage and recycle carts on 8/13/2012.

As part of the City of Bloomington's automated trash and recycle collection that started in 2014, carts were distributed to all residential refuse customers in the City's utility billing system. Public Works continues to distribute new carts as well as replace carts as needed.

See attached quote dated 11/22/2024.

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



(Mose Rickey)

12/4/24

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur ☒ do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Procurement Designee

11/9/2025

Date



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Waiving the Formal Bidding Requirements and Authorizing the Purchase from Altorfer CAT, for One P65 Asphalt Paver, in the Amount of \$ \$67,147.99, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the Public Works Department will purchase one CAT P65 Asphalt Paver from Altorfer CAT of East Peoria, IL, for use by the City's Streets Division of Public Works. For the 2024 fall season, the City rented a used CAT P65 Asphalt Paver with an option to purchase less rentals paid and interest during rent from Altorfer CAT of East Peoria. Previously, staff operations included throwing asphalt by hand, which exposed the City to a higher risk of job injuries. In order to remain consistent with training and operating this piece of equipment in the most efficient and safe manner, staff are recommending purchasing the CAT P65 Paver.

This City previously used local contractors to perform asphalt work on various City roads at a significant cost. Public Works feels, that if properly staffed, the CAT P65 Paver will not only improve the quality of roads, but will increase productivity for road repairs throughout the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a P65 Asphalt Paver, in the amount of \$67,147.99. This item is included in the FY 2025 Budget under Street Maintenance-Capital Outlay Equipment other than Office account (10016120-72140) with a budget of \$84,365. Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 301 and "Other Funds & Capital Improvement" on page 97.

Respectfully submitted for consideration.

Prepared by: Colleen Winterland, Asst. Director of Public Works

ATTACHMENTS:

[PW 2B Resolution](#)

[PW 2C Resolution - Exhibit A - Quote](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND AUTHORIZING
THE PURCHASE FROM ALTORFER CAT, FOR ONE P65 ASPHALT PAVER, IN THE
AMOUNT OF \$ \$67,147.99**

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

WHEREAS, the CITY has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 60; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of CAT P54 Paver ("PURCHASE"), in the amount of \$66,965.02; and

WHEREAS, the detailed invoice/quote is attached (Exhibit A); and

WHEREAS, as part of the process improvement initiative, staff rented a CAT P65 Asphalt Paver to improve the safety and production of their permanent pothole patching program; and

WHEREAS, the PURCHASE consists of one (1) CAT P65 Asphalt Paver; and

WHEREAS, Staff believes waiving the formal bidding requirements for the purchase is in the best interest of the CITY; and

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

**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, and the formal bidding requirements are waived.

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

ALTORFER INC. PRODUCTS PURCHASE ORDER

Branch: Cedar Rapids, IA
 Branch: Davenport, IA
 Branch: East Peoria, IL
 Branch: Hannibal, MO
 Branch: Moberly, MO
 Branch: Springfield, IL
 Branch: Urbana, IL

2600 6th Street SW, Cedar Rapids, IA 52404
 4712 Buckeye Street, Davenport, IA 52802
 1 Capitol Drive, East Peoria, IL 61611
 3520 Moberly Avenue, Hannibal, MO 63401
 701 US-24, Moberly, MO 65270
 4949 International Parkway, Springfield, IL 62711
 1519 West Kenyon Road, Urbana, IL 61801

Ph: (319)365-0551
 Ph: (563)324-1935
 Ph: (309)694-1234
 Ph: (573)221-8600
 Ph: (660)263-8200
 Ph: (217)529-5541
 Ph: (217)359-1671

Date: 12/19/2024 Salesman Name: BRIAN GOUDIE ☒ NEW ☐ RPO ☐ Conversion ☐ USED
 Customer Name: CITY OF BLOOMINGTON PUBLIC WORKS Customer No: 682196
 Address: 109 E OLIVE F.O.B. POINT:
 City, State, Zip: BLOOMINGTON, IL 61701 Type of Work: Governmental LOCAL GOVERNMENT (202)
 Phone: 309 434 2644 Email: CWINTERLAND@CITYBLM.ORG
 Sales Contact: COLLEEN WINTERLAND 309-275-8492
 Purchase Order No.

Sale Price

RENTAL CONVERSION TO SALE: ONE (1) WEILER P65 ID# UN00534 SERIAL# P65-1083 - city Bloomington currently in possession \$69,500.00

LESS SALESMAN'S DISCRETIONARY DISCOUNTING: -\$4,466.00

					Total Purchase Price	\$65,034.00
					Sale Price After Trade Allowance	\$65,034.00
Payment Terms:					EXEMPT GOV - Sales Tax EXEMPT:	\$0.00
☒ Due Upon Receipt CITY OF BLOOMINGTON PUBLIC WORKS AGREES TO PAY IN FULL					Rental applied:	\$25,000.00
☐ Caterpillar Financial Terms: WITHIN 30 DAYS OF RECEIVING INVOICE.					EM Solution:	\$0.00
☐ Other Financial Terms:					Payoffs:	\$0.00
Bill Of Sale for Property Taken In Trade (See terms and conditions row 17 for more information)					Add Interest During Rent:	\$2,113.99
Year	Make	Model	Serial No	Allowance	Balance Due:	\$42,147.99
NO TRADE	NO TRADE	NO TRADE	NO TRADE	NO TRADE	Cash with Order:	\$0.00
NO TRADE	NO TRADE	NO TRADE	NO TRADE	NO TRADE	Total Balance Payable:	\$42,147.99

Customer Signature:

WARRANTY ON EQUIPMENT EXTENDED BY SELLER

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked. Extended Warranties start at delivery date.

☐ NEW Standard Factory Warranty ☐ Extended Warranty: AS IS, WHERE IS.

☒ USED, AsIs,WhereIs

☐ Note Special Agreements:

☒ We, the Purchaser, understand that ANY warranty work is to be completed in an Altorfer facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply.

Customer Initials:

EQUIPMENT MANAGEMENT AND PRODUCT LINK

Your Machine(s) has been enrolled in the following EMSolutions: Level 3 Package to include Product Link installed and activated, VisionLinkTM access and training, reports and recommendations, and PartStoreTM access (new in territory sales only), 12 Month / 500 HR Level 4 Basic CVA, that will include one (1) PM2 Kit.* (Does not include air filters, oil or labor. New in territory sales only)

☐ Yes ☒ No

Your agreement includes PM-2 500 hour parts kit customer value agreement (CVA)

RENTAL PURCHASE OPTION. Seller (retains a security interest in) (or leases) the above goods and Buyer agrees to execute a security agreement and note on the forms in current use by Seller.

Payable as Follows: _____ monthly payments of \$ _____ each with first payment due on delivery and monthly thereafter except

☐ RPO- Rental Purchase Option: 100% of PAID invoices to apply toward the purchase price. Interest during rent is charged at current prime rate + 3% on unpaid balance. Repairs and mileage incurred during rental that are not covered by warranty will be added to the sale at time of conversion.

I hereby agree to be invoiced for the purchase of this machine the latter 30 days following the last rental invoice or on Rental Purchase terms.

Please Initial=====>

AUTHORIZED SIGNATURES

Acceptance Recommended By Altorfer Machine Salesman: BRIAN GOUDIE

Accepted by Altorfer, Inc. on the 19TH day of DECEMBER, 2024

Customer Signature

Title

Customer Print Name

This order is subject to the attached terms and conditions

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. NEW WARRANTY. New Caterpillar products are sold subject to the terms of the applicable warranty. Copies of the warranty applicable to this purchase are attached hereto and the customer, by initialing below, acknowledges the receipt of the listed warranties.

Initials	Form	Date	Initials	Form	Date
	Self 5070				
	Self 5069 (Century Line)				

2. USED WARRANTY. Dealer guarantees a used machine against mechanical failure for a period of _____

days or _____ service meter hours (whichever comes first) as set out below. Dealer will pay _____ %
and the Customer _____ % of the cost of repairs.

- a. Warranty covers both parts and labor necessary to repair an inoperative machine.
- b. Dealer and Customer will share the cost of such repairs (including replacement parts, labor, service expense and mileage as required) in the proportion shown above.
- c. Customer agrees to promptly report to Dealer any mechanical failures that occur during the term of this agreement, and to make the machine available on request to Dealer during its regular daytime working hours; if the Customer desires the work done outside of regular hours, Customer agrees to pay the difference between standard rates and overtime rates in effect at that time.
- d. Warranty period begins on the date of delivery of the machine to the Customer.
- e. Warranty does not cover expendable items such as glass, tires, cable, hoses, cutting edges, filters, oils, grease, electrical equipment, batteries, etc.
- f. Dealer reserves the right to inspect the machine at any time, and to refuse any claim resulting from negligence or abuse.
- g. All repair work is to be performed by Dealer except as otherwise authorized by Dealer.
- h. IF THE PARTICIPATION IN COST OF REPAIRS OF DEALER IS SHOWN AS "NONE," THE MACHINE IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, AND AT THE CUSTOMER'S ENTIRE RISK AND RESPONSIBILITY.

THE ABOVE WARRANTIES, IF ANY, ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED; THERE IS NO WARRANTY OF MERCHANTABILITY; THERE IS NO WARRANTY THAT THE EQUIPMENT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR USE; NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS CONTAINED HEREIN.

3. CONDITION OF TRADE-IN. If, in the opinion of the Dealer, the mechanical condition of the trade-in (if any) is substantially different when it is turned over to the Dealer than it was when this Purchase Order was signed, the Dealer reserves the right to request that the trade-in allowance figure be reevaluated.

4. TITLE WARRANTY. Dealer warrants full and complete title to the goods which are subject to this agreement including the warranty that (a) the Dealer has good title to the goods; (b) the Dealer has the right to convey title to the goods; (c) the goods sold shall be free and clear of encumbrances, security interests, liens and charges.

5. ACCEPTANCE. Goods sold pursuant to this agreement shall be inspected by the Customer upon arrival and any use of the goods for purposes other than inspection and testing during this period shall constitute an acceptance. If the goods fail to conform to the agreement in any way, the Customer shall notify the Dealer within five (5) days of arrival and failing such notification the goods shall be deemed to have been accepted.

6. FORCE MAJEURE. The Dealer shall not be responsible for any delay of other failure to perform caused by reason of strikes, lockouts, or other labor difficulties or by material shortages, fires, floods, and other acts of God, accidents, embargoes, acts of war, conditions caused by a national emergency, any rule, order or regulations of any governmental body or agency, delays of subcontractors, or by reason of any other act beyond the reasonable control of Dealer, and Dealer's time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, Dealer may store the equipment at Customer's expense and risk and if on premises controlled by Dealer, may charge therefor at a rate similar to that charged by a public warehouse. Any such storage be deemed delivery for the purpose of this agreement.

7. This agreement shall be construed under the laws of the State of Iowa and the United States of America. The courts of such state shall have exclusive jurisdiction over all controversies arising out of or in connection with this agreement. It is understood, however, that if any portion of this agreement is prohibited or contrary to the laws of any County, State, Province or other political subdivision in which it is used or to which it is made applicable, it shall, as to said County, State, Province or other political subdivision be ineffective and void to the extent of such prohibition or illegality without invalidating any of its remaining provisions, and to this end the provisions and clauses of this agreement are declared to be severable.

8. Any taxes or import duties imposed by the laws of any County, Dominion, State, Territory, Province, Municipality or other authority, which Dealer may be required to pay or to reimburse to others by reason of them manufacture, ownership, use or sale of any goods delivered under this agreement, will be added to the price of the goods either as a separate item or included in the invoice price of the goods, as the law may require or Dealer may determine.

9. This agreement is not subject to cancellation or to change unless requested by the Customer and accepted in writing by the Dealer. In the event of any such cancellations, the Customer shall pay the Dealer within 30 days of such cancellation reasonable costs and all other expense incurred by Dealer prior to receipt of the request for cancellation (including but not limited to engineering expenses and all commitments to its suppliers, sub-contractors, and others) plus an amount equal to fifteen percent (15%) of the total of the foregoing.

10. Any payments agreed to by the Customer and not fulfilled by the Customer on the date promised, shall be subject to a late payment penalty of 1.5% interest per month (18% per year). The minimum penalty shall be \$2.00 per month. This charge will continue until the amount and interest are paid in full.

11. Purchaser is hereby notified that Altorfer Rents has assigned to CATD Exchange Services, LLC, acting in its capacity as a Qualified Intermediary, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this equipment. Payment must be made to "CATD ES as QT for Altorfer Rents" and mailed to Altorfer Rents, P.O. Box 1347, Cedar Rapids, IA 52406.

12. REMEDIES. The rights and remedies of the Dealer shall not be exclusive but shall be cumulative and in addition to any other rights and remedies provided by any and all clauses of this Purchase Order and to all other rights and remedies in law or equity.

13. ALTORFER IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY OR DAMAGES OF ANY NATURE, PERSONAL OR PROPERTY, SUFFERED OR SUSTAINED IN THE OPERATION OF THE EQUIPMENT OR RESULTING FROM FAILURE OR INADEQUACY OF THE EQUIPMENT OR ITS COMPONENTS; AND THAT ALTORFER SHALL NOT BE DEEMED OR HELD OBLIGATED, LIABLE OR ACCOUNTABLE UPON OR UNDER ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND THE AGREEMENTS OF SUB-PARAGRAPHS 1 OR 2 THIS AGREEMENT.

14. Any action of any type by any party to this Agreement relating to this Agreement, whether such action be for breach of contract, breach of warranty, in tort or under any other legal theory, must be commenced within two (2) years of accrual of the cause of action.

15. Customer agrees that this agreement can be filed as public notice of a lien in favor of Altorfer Inc. This filing will be made with the competent agency as designated by law. Customer affirms that this agreement creates a lien in favor of Altorfer Inc.

16. EFFECTIVE DATE OF AGREEMENT. This agreement must be approved and signed by an authorized officer/agent of Altorfer before any of its terms or conditions are valid.

17. Bill of Sale - the customer hereby certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is their sole and absolute property.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with **Caterpillar's Data Governance Statement ("DGS")**, which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the **Cat® Remote Services - Software Update Process for select Productlink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document")**. The RSP Document can be reviewed at <https://www.cat.com/remoteservicesprocess?qa=2.245276421.1412167159.1561985855-475983137.1559312215>.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☒

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☒

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF BLOOMINGTON PUBLIC WORKS

Company

CITY OF BLOOMINGTON PUBLIC WORKS

Company (Print)

COLLEEN WINTERLAND - Assistant Director of Public Works

Company Representative (Print)

[Redacted Signature]
Signature

DECEMBER 19TH, 2024

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

Conversion Worksheet

Conversion Date: 12/19/2024
Customer: CITY OF BLOOMINGTON
Customer ID: 682196
Delivery Date: 8/26/2024
Model / ID#: WEILER P65 / UN00534
Machine S/N: P65-1083
Interest Rate: PRIME +3
Interest Rate Notes:
Selling Price: \$65,034.00
Misc Notes:

Prime Rates

12/20/2018	5.50%
8/1/2019	5.25%
9/19/2019	5.00%
10/31/2019	4.75%
3/3/2020	4.25%
3/15/2020	3.25%
3/16/2022	3.50%
5/4/2022	4.00%
6/15/2022	4.75%
7/27/2022	5.50%
9/21/2022	6.25%
11/2/2022	7.00%
12/14/2022	7.50%
2/1/2023	7.75%
3/22/2023	8.00%
5/3/2023	8.25%
6/26/2023	8.50%

Interest Schedule

Interest Rate	Date	Days	Pymt #	Pymt Amt	Interest	Balance
Start Date	8/26/2024					\$65,034.00
11.50%	10/18/2024	52	1	\$12,500.00	\$1,080.29	\$53,614.29
11.50%	12/16/2024	58	2	\$12,500.00	\$993.35	\$42,107.64
11.50%	12/19/2024	3	END		\$40.35	\$42,147.99
				\$25,000.00	\$2,113.99	\$42,147.99

Payoff

	If Outstanding Rental Invoices Are Paid	If Outstanding Rental Invoices Are Credited
Selling Price	\$65,034.00	\$65,034.00
Less Trade		0.00
Subtotal	\$65,034.00	\$65,034.00
Less Rentals Paid <i>Invoices: # 1 - 2</i>	(25,000.00)	(25,000.00)
Less Rentals to be Paid <i>Invoices: # 3 - 4</i>	(25,000.00)	N/A
Maintenance During Rent <i>Notes</i>	0.00	0.00
Subtotal	\$15,034.00	\$40,034.00
Add Interest During Rent	2,113.99	2,113.99
Tax Exempt	0.00	0.00
Payoff Amount	\$17,147.99	\$42,147.99



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Contract with Anderson Electric, Inc., for Miller Park Zoo's Katthoefer Building Electrical Improvements (Bid #2025-20), in the Amount of \$186,340, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Miller Park Zoo received its Association of Zoos and Aquariums ("AZA") accreditation on September 14th, 2024. During the inspection process, AZA inspectors recommended upgrades to the existing electrical system in the Katthoefer Animal Building ("KAB"). The last time electrical upgrades were made in this building was in the 1970's. The Parks and Recreation Department was awarded a \$750,000 Public Museum Capitol Grant through the Illinois Department of Natural Resources (IDNR) for Miller Park Zoo KAB building upgrades. The grant specifically allocates \$250,000 for electrical work in the KAB.

Through the Architectural & Engineering Professional Services RFQ #2022-25, Dewberry Engineers were selected as the most qualified firm to provide electrical plans, bid documents, specifications, and construction oversight for this project. Dewberry Engineers completed said plans, bid documents, and specifications, and Bid # 2025-20 was released to the public through the City's *OpenGov* portal and notification in *The Pantagraph* on November 4, 2024, with bid submissions due on November 26, 2024, prior to 9:30 a.m.

Two vendors submitted bids: (1) Anderson Electric, Inc. in the amount of \$183,340; and (2) William Masters, Inc. in the amount of \$222,398. Both vendors were determined to meet the bid requirements, both are local firms, and City staff recommended Anderson Electric, Inc. as the lowest responsive and responsible bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Dewberry Engineers, Inc. , Anderson Electric, Inc.; The request for bids was released on November 4, 2024, through the *OpenGov* portal and advertised in *The Pantagraph*.

FINANCIAL IMPACT: If approved, the City will enter into a contract with Anderson Electric, Inc. in the amount not to exceed \$186,340. These funds are included in the FY 2025 Budget under Capital Improvement - Buildings account (401000100-72520). The approved FY 2025 Budget for this account of \$750,000 matches the amount of the Public Museum Capital Grant through the Illinois Department of Natural Resources the Miller Park Zoo was awarded. This grant specifically allocates \$250,000 for this work. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds and Capital Improvement" on pages 78, 81, 224, 245, and 279.

Respectfully submitted for consideration.

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

ATTACHMENTS:

[P&R 1B Resolution](#)

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

[P&R 1D Evaluation Tabulation](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONTRACT WITH ANDERSON ELECTRIC, INC., FOR MILLER PARK ZOO'S KATTHOEFER BUILDING ELECTRICAL IMPROVEMENTS (BID #2025-20), IN THE AMOUNT OF \$186,340

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Anderson Electric, Inc. be approved for the Miller Park Zoo Katthoefer Building Electrical Improvements (Exhibit A), in the amount of \$186,340; and

WHEREAS, Miller Park Zoo Katthoefer Building Electrical Improvements consist of work necessary to bring the current electrical system in the building up to date, ensure the capability to handle current and future needs and code compliance; and

WHEREAS, Anderson Electric, Inc. has met all of the bid specifications and was the low bidder for bid #2025-20 Miller Park Zoo Katthoefer Building Electrical Improvements; and

WHEREAS, this work is being funded by a Illinois Department of Natural Resources Museum Grant received by the Parks and Recreation Department of the City of Bloomington; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract/Agreement, and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH Anderson Electric, Inc.

FOR Miller Park Zoo Katthoefer Building Electrical Upgrades

THIS AGREEMENT, dated this 10 day of December, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Anderson Electric, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

This Agreement was subject to the following procurement initiative by the CITY:
Bid # 2025-20 Miller Park Zoo Katthoefer Building Electrical Improvements (hereinafter "REQUEST").

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

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

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

☐

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

☒

This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

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

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

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

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

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

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

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

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

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

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

If to VENDOR:

Anderson Electric, Inc.
Attn: Keith Tay
1609 S Morris Ave
Bloomington, IL 61701
keitht@anderson-

Copy to:
Anderson Electric, Inc.
Attn: Aaron Liming
1609 S Morris Ave
Bloomington, IL 61701
aaronl@anderson-

If to CITY:

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

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

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

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

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

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

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

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its Keith Tay / Branch Manager

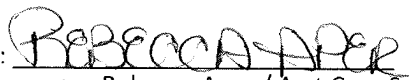
By:  _____
Its Rebecca Aper / Asst Corp Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Scope of Work / Description of Services per BMPZ Katthoefer Building Electrical Improvements Summary of Work per bid 2025-20:

- Remove all abandoned electrical conduit.
- Correct National Electric Code (NEC) violations.
- Remove and replace any damaged and/or hazardous electrical wiring and components.
- Upgrade electrical service and breaker panels.

EXHIBIT B
COSTS/FEES

Fees pay to Anderson Electric in Amount of up to \$186,340 per bid.

Base bid will be inclusive of all work and requirements in the specifications and drawings	\$169,400
--	-----------

Contingency included in this bid will be used for unforeseen issues which may arise during project. All contingency items shall be at City's discretion. Any amount not used on the project shall revert back to the City and not be paid to the Contractor.	\$16,940
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Total	\$186,340
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EVALUATION TABULATION

ITB - PLA No. 2025-20

Miller Park Zoo Katthoefer Building Electrical Improvements

RESPONSE DEADLINE: November 26, 2024 at 9:29 am

Report Generated: Monday, December 16, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Anderson Electric, Inc	\$186,340.00
Wm. Masters Inc,	\$222,398.00

BID #2025-20 MPZ KATTHOEFER BUILDING ELECTRICAL IMPROVEMENTS

Base Bid

Bid #2025-20 MPZ Katthoefer Building Electrical Improvements								
Selected	Line Item	Description	Quantity	Unit of Measure	Anderson Electric, Inc		Wm. Masters Inc,	
					Unit Cost	Total	Unit Cost	Total
X	1	Base bid will be inclusive of all work and requirements in the specifications and drawings.	1	LS	\$169,400.00	\$169,400.00	\$202,180.00	\$202,180.00
Total						\$169,400.00		\$202,180.00

BID #2025-20 MPZ KATTHOEFER BUILDING ELECTRICAL IMPROVEMENTS

Contingency - 10% of Base Bid in Table 1

EVALUATION TABULATION

ITB - PLA No. 2025-20

Miller Park Zoo Katthoefer Building Electrical Improvements

Bid #2025-20 MPZ Katthoefer Building Electrical Improvements								
Selected	Line Item	Description	Quantity	Unit of Measure	Anderson Electric, Inc		Wm. Masters Inc,	
					Unit Cost	Total	Unit Cost	Total
X	1	The contingency item included in this bid shall be used for unforeseen issues which may arise during the project. All contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.	1	LS	\$16,940.00	\$16,940.00	\$20,218.00	\$20,218.00
Total						\$16,940.00		\$20,218.00

EVALUATION TABULATION

Invitation to Bid - Miller Park Zoo Katthoefer Building Electrical Improvements

Page 2



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a 2-Year Agreement with NeoGov, to Add the Learn and eForms Modules to the Current Citywide Applicant Tracking System, in the Amount of \$86,010.30, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City contracted with NeoGov in 2021 to implement a new applicant tracking system. NeoGov meets the needs of the City by automating and supporting the entire employee lifecycle, streamlining processes and diversity initiatives all from one centralized platform. Staff are requesting to add the Learn and eForms modules as part of the City's Process Improvement Initiative. The Learn module will replace Target Solutions as the training module which will allow all City staff, including Seasonals, to complete and track training online. The eForms module will replace Attract, a recruitment platform, as the program to help build and assign electronic forms. Both of the proposed modules will streamline processes, continue to centralize functions into one system and save staff time.

Per the Agreement, it is contingent upon approval by the City Council, at its meeting scheduled for January 13, 2025. If Council does not approve this Agreement at said meeting, this Agreement shall be deemed null and void ab initio, and neither party shall have any obligations or liabilities hereunder. Any actions taken prior to such failure to approve by Council shall be deemed as if no Agreement had been executed. This language was reviewed by the Legal Department and Corporation Counsel, Chris Spanos.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, staff will discontinue the Attract module at \$17,252 and the Target Solutions at \$21,513. The first year of the new agreement will cost \$39,226.80 and be paid from the FY 2025 Budget and the 2nd year will be included in the FY 2026 Budget totaling \$46,783.50 for a total of \$86,010.30. This will be paid from the Information Technology-Repair/Maintenance Office & Computer account (10011610-70530). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164. Information Technology will include the FY 2026 amount in the FY 2026 Proposed Budget.

Respectfully submitted for consideration.

Prepared by: Lindsey Denny, Employment Coordinator

ATTACHMENTS:

[HR 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A 2-YEAR AGREEMENT WITH NEOGOV, TO ADD THE LEARN AND EFORMS MODULES TO THE CURRENT CITYWIDE APPLICANT TRACKING SYSTEM, IN THE AMOUNT OF \$86,010.30

WHEREAS, subject to the provisions of the City Code, City staff are recommending a 2-year agreement with NeoGov be approved to add the Learn and eForms modules to the current Citywide Applicant Tracking System (Exhibit A), in the amount of \$86,010.30 ("AGREEMENT"); and

WHEREAS, the AGREEMENT consists of the addition of the Learn module and eForm module to the current NeoGov applicant tracking system. The Learn module will replace the Target Solutions, a training platform, as the training module which will allow all City staff, including Seasonals, to complete and track training online. The eForms module will replace Attract, a recruitment platform, as the program to help build and assign electronic forms; and

WHEREAS, the implementation of the proposed modules is part of the City's Process Improvement Initiative as they will streamline processes, continue to centralize functions into one system, and save staff time; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-650740	Order #:	
Customer:	Bloomington, City of (IL)	Valid Until:	12/31/2024
Effective Employee Count:	800	Start Date:	Last signature date
Sales Rep:	Emily Willis		

Customer Contact		Shipping Contact	
Billing Contact:	Bloomington, City of (IL)	Shipping Contact :	Bloomington, City of (IL) Lindsey Denny
Billing Address:	109 E Olive, Box 3157 Bloomington, IL 61701	Shipping Address:	109 E Olive, Box 3157 Bloomington, IL 61701
Billing Contact Email:		Shipping Contact Email:	ldenny@cityblm.org
Billing Phone:		Shipping Phone:	309-434-2602

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Learn Subscription	Recurring	12	Employee Based	\$22,272.00
Learn Setup	Services	12	Employee Based	\$0.00
eForms Subscription	Recurring	12	Employee Based	\$13,954.80
eForms Setup	Services	12	Employee Based	\$0.00
Document Export Setup	Services	12	Employee Based	\$1,500.00
Document Export - Subscription	Recurring	12	Employee Based	\$1,500.00
Year 1 TOTAL:				\$39,226.80

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
Learn Subscription	Recurring	12	Employee Based	\$27,840.00
eForms Subscription	Recurring	12	Employee Based	\$17,443.50
Document Export - Subscription	Recurring	12	Employee Based	\$1,500.00
Year 2 TOTAL:				\$46,783.50
Total:				\$86,010.30

This price does NOT include any sales tax. Total in USD



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. This Order Form Q-345190 is governed by the terms and conditions in the NEOGOV Services Agreement as defined in the NEOGOV Order Form Q-01831 signed by NEOGOV and Customer on May 24, 2021. The Effective Date (as defined in the terms and conditions) of this Order Form shall be the Subscription Start Date.

Special Condition:

This Agreement is contingent upon approval by the City Council for the City of Bloomington, Illinois, at its meeting scheduled for January 13, 2025. If the City Council does not approve this Agreement at said meeting, this Agreement shall be deemed null and void ab initio, and neither party shall have any obligations or liabilities hereunder. Any actions taken prior to such failure to approve by the City Council shall be deemed as if no Agreement had been executed.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Bloomington, City of (IL)

Signature:

Jeffrey R. Jurgens

Printed Name:

Jeffrey R. Jurgens

Title:

City Manager

Date

12/31/2024 | 8:51 AM CST

Accepted and Agreed By Authorized Representative of:

GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)

Signature:

Laura Rice

Printed Name:

Laura Rice

Title:

Revenue Manager

Date December 31 2024



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Tyler MUNIS Software as a Service Agreement with Tyler Technologies, for Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, Cloud-Hosted Systems and Storage, in the Amount of \$354,479.15, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington began using the Tyler/MUNIS platform in 2010. This platform provides critical software and solutions for all departments in the City. The MUNIS Enterprise Resource Planning ("ERP") system helps to streamline and automate many service-related processes throughout the City. The agreement is a key ongoing requirement, as it provides technical support and software updates for the system.

Some of the primary modules included in this agreement request are:

- Human Resources Management
- Payroll
- General Ledger
- Accounts Payable
- Accounts Receivable
- Budget
- General Billing
- Treasury Management
- Tyler Payments
- Tyler Content Manager
- Business Licenses
- Fixed Licenses
- Utility Billing
- Tyler Incident Management
- Business & Vendor Self Service
- Citizen Self Service
- Employee Self Service

The original three-year agreement and initial purchase with Tyler Technologies for the platform, hosting, backup, disaster recovery services, and support was approved by Council on October 24, 2022. Council approved the renewal for year two of the agreement on

December 11, 2023. This Item would approve the renewal of year three of the agreement and staff request this purchase be approved utilizing a limited source justification based upon the previous capital investment and the critical need to maintain the services provided by this system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will renew a service agreement for Tyler MUNIS Software with Tyler Technologies, for Various MUNIS Modules of the City's Enterprise Resource Planning (ERP) System, Cloud-Hosted Systems, and Storage, in the amount of \$354,479.15. Funds are included in the FY 2025 Budget under the Information Technology-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Resolution](#)

[IT 1C Resolution Exhibit A - Invoice](#)

[IT 1D Limited Source Justification Letter](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING A TYLER MUNIS SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, FOR VARIOUS MUNIS MODULES OF THE CITY'S ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM, CLOUD-HOSTED SYSTEMS AND STORAGE, IN THE AMOUNT OF \$354,479.15

WHEREAS, subject to the provisions of the City Code, City staff are recommending the renewal of the Tyler MUNIS Software as a Service Agreement ("RENEWAL"), in the amount of \$354,479.15; and

WHEREAS, Council approved the original three-year agreement and initial payment on October 24, 2022; and

WHEREAS, Council approved the renewal for year two of the agreement on December 11, 2023; and

WHEREAS, there is a critical need to maintain the services provided by this system; and

WHEREAS, the RENEWAL consists of the renewal of the platform, hosting, backup, and disaster recovery services and support; and

WHEREAS, a detailed invoice is attached (Exhibit A); and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Renewal, and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Remittance: EXHIBIT A

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

Invoice

Invoice No

Date

Page

11/01/2024

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
115 EAST WASHINGTON STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
109 EAST OLIVE STREET
BLOOMINGTON, IL 61701

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED]	[REDACTED]		USD	NET45	12/16/2024

Contract Date	Description	Units	Rate	Extended Price
01/Dec/2022	Role Tailored Dashboard Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	7,742.00	7,742.00
01/Dec/2022	Content Manager Core Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	14,077.00	14,077.00
01/Dec/2022	Enterprise Service Requests Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	9,992.00	9,992.00
01/Dec/2022	Utility Billing Meter Interface Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	6,194.00	6,194.00
01/Dec/2022	Utility Billing CIS Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	20,854.00	20,854.00
01/Dec/2022	Tyler Forms Processing Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	6,443.00	6,443.00
01/Dec/2022	Permits & Code Enforcement Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	19,925.00	19,925.00
01/Dec/2022	General Billing Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	5,167.00	5,167.00
01/Dec/2022	Work Orders, Fleet & Facilities Management Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	14,480.00	14,480.00
01/Jan/2024	Resident Access Migration Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	10,839.15	10,839.15

RECEIVED
Date: 11/30/2024 - 12/1/2025
Name (Print): [REDACTED]
Comments: 10011610-70530-30045

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 354,479.15

Sales Tax \$0.00

Invoice Total 354,479.15

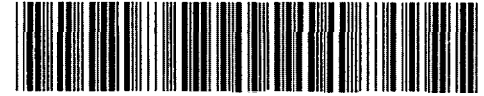


Remittance:
Tyler Technologies, Inc
(FEIN [REDACTED])
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
[REDACTED]	11/01/2024	1 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
115 EAST WASHINGTON STREET
BLOOMINGTON, IL 61701

Ship To CITY OF BLOOMINGTON
109 EAST OLIVE STREET
BLOOMINGTON, IL 61701

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED]	[REDACTED]		USD	NET45	12/16/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
01/Dec/2022	Accounting Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	38,299.00	38,299.00
01/Dec/2022	Capital Assets Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	11,584.00	11,584.00
01/Dec/2022	Cash Management Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	8,139.00	8,139.00
01/Dec/2022	eProcurement Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	7,977.00	7,977.00
01/Dec/2022	Inventory Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	11,584.00	11,584.00
01/Dec/2022	Project & Grant Accounting Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	8,711.00	8,711.00
01/Dec/2022	Purchase Orders Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	11,490.00	11,490.00
01/Dec/2022	Requisitions Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	8,139.00	8,139.00
01/Dec/2022	Standard Fuel Interface Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	1,821.00	1,821.00
01/Dec/2022	Tyler Reporting Services (Microsoft SQL Server) Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	10,037.00	10,037.00
01/Dec/2022	HR Management Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	6,916.00	6,916.00
01/Dec/2022	Payroll w/ESS Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	11,293.00	11,293.00
01/Dec/2022	Accounts Receivable Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	10,323.00	10,323.00
01/Dec/2022	Business Licenses Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	6,953.00	6,953.00
01/Dec/2022	Cashiering Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	15,016.00	15,016.00
01/Dec/2022	Concurrent Users Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	55	1,000.00	55,000.00
01/Dec/2022	GIS Site License Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	7,742.00	7,742.00
01/Dec/2022	Enterprise ERP Office Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	7,742.00	7,742.00
				131

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 2002**Amount:** \$ 354,479.15**Date:** 12/05/2024

Tyler Technologies, Inc.

Description of item/services:

Annual software license maintenance and support covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system.

Justification:

In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resources, Community Development, Utility Billing, and inventory functionality (among others) city-wide. As such, it is critical to keep software maintenance, support, and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS directly from Tyler Technologies.

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

Craig McBeath



12/6/2024 | 3:23 PM CST

(Name & Signature of Department Director or Designee **Approving**)**Date****SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:**

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

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

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo



12/9/2024 | 11:14 AM CST

(Name & Signature of Purchasing Agent or Designee)

Date



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for use of the City of Bloomington Police Shooting Range, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

The current IGA expired on December 31, 2024. A new agreement is proposed. The rate for the Town of Normal is \$8,221.98 and represents payment for use from January 1, 2025, to December 31, 2025. This is a one-year agreement.

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

FINANCIAL IMPACT: If approved, the Town of Normal will pay \$8,221.98 for the use of the Police Range in calendar year 2025. The revenue will be recorded under the Police Department-Town of Normal account (10015110-53350). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 231.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:

[PD 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL FOR USE OF THE CITY OF BLOOMINGTON POLICE SHOOTING RANGE FACILITY

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement with the Town of Normal for the use of the City's Police shooting range, where the Town of Normal would pay the City of Bloomington \$8,221.98 for the calendar year 2025 (Exhibit A); and

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

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under Article 7, Section 6, of the 1970 Illinois Constitution; and

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

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Intergovernmental Agreement and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL REGULATING THE USE BY THE TOWN OF NORMAL OF THE POLICE SHOOTING RANGE FACILITY OF THE CITY OF BLOOMINGTON

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

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under article 7, section 6, of the 1970 Illinois Constitution; and

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

WHEREAS, the Board of Trustees of the Town of Normal and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

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

II. DEFINITIONS

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

"Agency/Agencies": The Town of Normal.

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

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

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

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

A. Scheduling

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

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

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

B. Supervision

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

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

C. Equipment

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

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

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

D. Damage

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

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

E. Annual Range Preparation

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

V. RANGE FEES/BILLING

The Agency will pay the City of Bloomington an annual fee of eight thousand two hundred twenty-one dollars and ninety-eight cents (\$8,221.98) for use of the facility for 2025. This fee shall be paid on January 1st of 2025 and shall represent payment for use from January 1, 2025, until December 31, 2025. The fee shall be the same regardless of the number of times the agency uses the facility during the year.

VI. MAINTENANCE

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

VII. LIABILITY

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

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

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

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

VIII. AMENDMENT OF AGREEMENT

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

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) year, beginning on January 1, 2025, and terminating on December 31, 2025. First payment is due January 1, 2025.

X. SEVERABILITY

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

12.10.24
Date

TOWN OF NORMAL
By: [Signature]
Mayor

ATTEST: [Signature]
Normal Town Clerk

CITY OF BLOOMINGTON
By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution 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 Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: For several years, an Intergovernmental Agreement ("IGA") has been in effect between the City of Bloomington and McLean County Sheriff's Department for detention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost-effective booking procedure which has reduced the City's liability because incarcerated subjects are rarely kept in our facility. Additionally, the Bloomington Police Department is not accredited to house prisoners.

The term of the agreement is January 1, 2025 - December 31, 2025, and is renewable on a year-to-year basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The total cost of the agreement for one year is \$27,720 (\$2,310 per month). This cost is budgeted in the Police Department-Other Purchased Services account (10015110-70690). Funds are included in the FY 2025 Budget and the FY 2026 Proposed Budget to cover the monthly fee. Stakeholders can locate the FY 2025 amount in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 232.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:

[PD 2B Resolution](#)

[PD 2C Resolution - Exhibit A - Agreement](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL WITH THE COUNTY OF
MCLEAN FOR CONSIDERATION AND ACTION TO APPROVE AN
INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF MCLEAN
FOR BOOKING FEES, IN THE AMOUNT OF \$27,720**

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

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

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

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

WHEREAS, the County of McLean has booking facilities at the McLean County Detention Facility; and

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services through an intergovernmental agreement (Exhibit A); and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Intergovernmental Agreement and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

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

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

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

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

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

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

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

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

- 1 The COUNTY will perform booking services for the CITY, which services shall include but not be limited to the following: completing all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons in custody.
- 2 The City of Bloomington Police Department shall deliver any individuals taken into custody to the MCDF for booking. The CITY may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The CITY will complete the necessary paperwork for each person delivered for booking. The COUNTY will not accept any individuals needing or asking for medical care. The CITY will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The CITY shall have no responsibility for any individuals once they have been transferred to the COUNTY for booking, beyond that which may be required by statute.
- 3 The COUNTY shall have full responsibility for all individuals delivered for booking by the CITY. This responsibility shall include the cost of any medical care administered during the booking process.
- 4 The COUNTY will indemnify and hold the CITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the COUNTY, its employees and/or agents during

the course of booking any individual for the CITY pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

- 5 The CITY will indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the CITY, its employees or agents prior to transferring an individual to the COUNTY for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
- 6 The CITY will pay the COUNTY at an annual rate of Twenty-Seven Thousand Seven Hundred and Twenty Dollars and no Cents (\$27,720.00) per year for booking services. The CITY will pay this fee regardless of whether it uses the COUNTY's booking services during any particular month and regardless of the number of individuals it delivers to the COUNTY for booking.
- 7 Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Three Hundred and Ten Dollars and no Cents (\$2,310.00) at the first of each month.
- 8 The COUNTY may terminate this agreement at any time when payments required hereunder have not been paid. The COUNTY is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the CITY may not terminate this agreement without giving the COUNTY six (6) months' notice of its intent to terminate.
- 9 This agreement shall be in effect from January 1, 2025, through December 31, 2025. Thereafter this agreement may be renewable on a year-to-year basis subject to adjustments in the amount charged for the services provided.
- 10 All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

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

Notices to County of McLean shall be sent to:

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

With Copies to:

County Administrator
115 E. Washington Street, Rm.401
Bloomington, IL 61701

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

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

APPROVED

Mboka Mwilambwe, Mayor, City of Bloomington

Date

Jamal Simington, Chief of Police, City of Bloomington

Date

ATTEST:

Leslie Yocum, City Clerk, City of Bloomington

Date

APPROVED:



Elizabeth Johnston, Chair, Mclean County Board

12-12-24
Date



Matt Lane, Sheriff of Mclean County

12/12/24
Date

ATTEST:



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

12-12-2024
Date



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Intergovernmental Agreement with the Central Illinois Regional Airport (CIRA) for the Installation of Automatic Meter Read Infrastructure (AMI) Equipment at Two Fire Stations Owned by the Airport, Located at 2301 East Empire St. (No. 3 Fire Station) and 4040 East Oakland Ave (No. 6 Fire Station), as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Water Department is recommending the approval of an Intergovernmental Agreement with the Central Illinois Regional Airport ("CIRA") for the installation of Automatic Meter Reading ("AMI") equipment at two fire stations owned by the Airport, located at 2301 East Empire St. (Fire Station No. 3) and 4040 East Oakland Ave (Fire Station No. 6). AMI is an integrated, fixed-network system that enables communication between the City's water meters and customers. The system collects, stores, analyzes, and presents usage data, providing the City with the ability to monitor water usage in real-time. The City will be responsible for all operational costs associated with their AMI equipment, including reimbursement of electrical use associated with the AMI equipment to CIRA. The City shall reimburse CIRA a single payment of \$1,000 for the full term of the agreement to help offset the electrical use of the AMI equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Central Illinois Regional Airport (CIRA)

FINANCIAL IMPACT: If approved, the City shall be responsible for all operational costs associated with their AMI equipment, including reimbursement of electrical use associated with the AMI equipment to CIRA. The City shall reimburse CIRA a flat rate of \$1,000 for both locations to help offset the electrical use of the AMI equipment. Funds will be paid from the Water Meter Service Other Purchased Services account (50100150-70690). Stakeholders can locate this account in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 140.

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:

WTR 1B Resolution

WTR 1C Resolution Exhibit A - Agreement

WTR 1D Neptune AMI Information Sheet

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
CENTRAL ILLINOIS REGIONAL AIRPORT (CIRA) FOR THE INSTALLATION OF
AUTOMATIC METER READ INFRASTRUCTURE (AMI) EQUIPMENT AT 4040 EAST
OAKLAND AVENUE AND 2301 EAST EMPIRE STREET, IN THE AMOUNT NOT TO
EXCEED \$1,000 ANNUALLY**

WHEREAS, subject to the provisions of the City Code, City staff are recommending an Intergovernmental Agreement (Exhibit A) between Central Illinois Regional Airport (“CIRA”) and the City of Bloomington for the installation of Automatic Meter Read Infrastructure (“AMI”) equipment (“PROJECT”); and

WHEREAS, the PROJECT consists of building out the AMI which will improve efficacies in identifying water usage among City residents; and

WHEREAS, two fire stations owned by the Airport, located at 2301 East Empire St. (No. 3 Fire Station) and 4040 East Oakland Ave (No. 6 Fire Station), have been identified as two desirable locations for the installation of the AMI System; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Intergovernmental Agreement, and any other necessary documents.

PASSED this 13th day of January 2024.

APPROVED this ____ day of January 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

AIRPORT ACCESS LICENSE AGREEMENT CENTRAL ILLINOIS REGIONAL AIRPORT

This AIRPORT ACCESS LICENSE AGREEMENT (“Agreement”) is entered into and effective as of this ___ day of December 2024, by and between the City of Bloomington (hereinafter referred to as the “City”) and the Bloomington-Normal Airport Authority (hereinafter referred to as the “Authority”).

WHEREAS, the Authority is the owner and operator of a federally-obligated public-use airport known as the Central Illinois Regional Airport (“CIRA” or “Airport”);

WHEREAS, the Authority has leased Airport property to the City for the operation of three municipal fire stations, which leases limit the City’s use of the property to fire-related activities;

WHEREAS, the City is actively building out its Advanced Metering Infrastructure (“AMI”) and, in furtherance thereof, has identified key locations for installation of antennas and supporting equipment for coverage of its service area, including two fire stations on the Airport, specifically Fire Station No. 3 located at 2301 East Empire Street and Fire Station No. 6 located at 4040 East Oakland Avenue (“Facilities”); and

WHEREAS, the Authority wishes to permit use of the Facilities for the installation and operation of City’s AMI, for the benefit of the Airport and the community.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties hereto agree as follows:

1. City’s Rights and Obligations

- a. Authority hereby grants and City accepts the limited right to install, operate and maintain City’s AMI on the Facilities.
- b. City has performed due diligence with respect to the Airport and the Facilities and acknowledges the same are fit for City’s use and enjoyment of the rights granted hereunder.
- c. City may transmit and receive communications signals using the AMI provided that such signals do not interfere with communications signals used by the Federal Aviation Administration (“FAA”) air traffic control, pilots, the Authority, or any aeronautical users of the Airport.
- d. City shall have a right of access to the Facilities throughout the term of this Agreement for the purpose of constructing, inspecting, maintaining, repairing, upgrading and replacing the AMI. City shall provide advance notice to the Authority of any such activities, and all such activities shall be subject to this

Agreement, the Airport Rules and Regulations, Airport Security Program, and any further conditions as the Authority reasonably may impose to ensure that such activities do not unduly interfere with the safe and efficient use of the Airport by tenants, passengers, pilots and other users thereof.

- e. The rights conferred herein are in the nature of an access right and are not intended to and do not confer any interest in real property or personal property involving the Airport and the Facilities, provided that the City may be the owner of the AMI.

2. Authority's Rights and Obligations

- a. So long as City remains in compliance with the terms and conditions of this Agreement, the Authority shall not unduly interfere with City's rights hereunder, including without limitation the right to transmit and receive communications signals and to access the Facilities.
- b. Authority reserves the right of access to the Facilities for the purpose of ensuring compliance with the terms and conditions of this Agreement.
- c. Authority reserves for the use and benefit of the public the right of flight for the passage of aircraft in the airspace above the Facilities. The public right of flight shall include the right to cause noise, vibration and other impacts inherent in the operation of aircraft. City agrees that the normal operation of the Airport and aircraft shall not constitute interference with City's rights hereunder. City further agrees that it will not make use of the Facilities in any manner which might interfere with the landing and taking off of aircraft from the Airport.

3. Term and Holding Over

- a. The term of this Agreement shall be ten (10) years, commencing on January 1, 2025, and expiring on December 31, 2034.
- b. City shall, with Authority consent, have the option to extend this Agreement for two (2) additional five-year option periods upon the same terms and conditions as specified herein and any amendments to this Agreement. No less than ninety (90) days prior to the end of the initial term or first option period, City shall provide notice to the Authority of City's intent to extend or terminate this Agreement. Authority shall respond in writing whether it consents to the continued operation of this Agreement, which consent shall not be unreasonably withheld and provided City is not in default of any of the terms of this Agreement. The Airport Executive Director is authorized to agree to extensions on behalf of the Authority.

- c. If City continues use of the AMI upon the Facilities after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Agreement but shall create only an access right from month to month that may be terminated by the Authority upon thirty (30) days prior written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Agreement and amendments hereto executed prior to its expiration.

4. Financial Obligations

- a. City shall be responsible for all costs to install, operate and maintain the AMI.
- b. City shall pay Authority a flat rate of one thousand dollars (\$1,000) for the right to access the Airport during the initial term. Payment shall be made by City to Authority no later than ninety (90) days after the effective date hereof.
- c. Authority reserves the right to increase the fee to be paid by City to access the Airport and Facilities during each option term.

5. Default and Termination

- a. Authority may terminate this Agreement if City fails to comply with any provision of this Agreement, provided Authority shall provide written notice to City of its breach of the Agreement and City shall have thirty (30) days to cure such breach. The cure period may be a lesser period, as determined by Authority, if the event of default concerns interference with the safe operation of the Airport and may be longer, as determined by Authority, if the cure would reasonably be expected to require additional time. Failure of Authority to provide written notice of noncompliance for any event of default shall not operate as a waiver of noncompliance for any similar and subsequent event.
- b. In the event that City ceases to use the Facilities for the AMI as set forth in this Agreement for a continuous period of more than six (6) months, Authority shall provide written notice of the same to City, and City shall have the opportunity to cure as provided in subsection (a) above.
- c. City shall have the right to terminate this Agreement for convenience upon thirty (30) days prior written notice to the Authority.
- d. In no event shall Authority be obligated to repay City any portion of the fee paid to Authority, in accordance with Section 4 above, in the event of early termination for cause or convenience.

- e. All AMI and other personal property bought, installed, erected or placed by City on the Facilities shall remain the property of the City. City shall have the right at any time during the term of this Agreement, or any renewal or extension hereof, and for an additional ten (10) days after the expiration or sooner termination of this Agreement, to remove any or all of such property from the Facilities, subject, however, to City's obligation to repair all damage, if any, resulting from such removal, reasonable wear and tear excluded. Any and all property not removed by City prior to the expiration of the aforesaid period shall be deemed abandoned and shall thereupon become a part of the land on which it is located, and title thereto shall vest in the Authority. Authority may, however, require and accomplish the removal of said property at its option and at the expense of the City. Neither the Authority, nor its officers or employees shall have any liability to City with respect to such abandoned property.

6. Protection of Airport

- a. City shall comply with the notice requirement contained in 14 C.F.R. Part 77 (Safe, Efficient Use, and Preservation of the Navigable Airspace), as the same may be amended from time to time ("FAR Part 77"). If the Authority provides notice to the FAA pursuant to FAR Part 77 in connection with the AMI, City shall cooperate fully by, for example and without limitation, providing all relevant information as may be required by the Authority or FAA in connection with the notice.
- b. City shall not construct, erect or install any structure or equipment determined by the FAA pursuant to FAR Part 77 to constitute an obstruction or hazard to air navigation. City acknowledges that an obstruction or hazard may be found based on the height of structures and also based on, for example and without limitation, aeronautical effects on air traffic control radar, direction finders, air traffic control line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems. City shall comply with any conditions, limitations, supplement notice requirements, and marking and lighting recommendations issued by the FAA pursuant to FAR Part 77.

7. Compliance with Law

- a. City shall not use the Facilities or Airport, or permit the same to be used by any of its employees, officers, agents, subtenants, invitees or licensees, for any illegal purposes and shall, at all times during the term of this Agreement, comply with the Airport Rules and Regulations and all applicable resolutions, laws, ordinances and rules and regulations of the U.S. Government, State of Illinois or local jurisdiction, and of any governmental entity having jurisdiction to pass laws or

ordinances or to make and enforce rules or regulations with respect to the uses hereunder.

- b. In all its activities within the scope of its airport program, City agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If City transfers its obligation to another, the transferee is obligated in the same manner as City. This provision obligates City for the period during which the property is used or possessed by City and the Airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- c. During the performance of this Agreement, City for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*) as amended (prohibiting discrimination on the basis of disability), and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - v. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadening the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the

- Rehabilitation Act of 1973, by expanding the definition of terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implementing by U.S. Department of Transportation Regulations at 49 CFR Parts 37 and 38;
 - ix. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficient (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)]; and
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq.).
- d. This Agreement is subordinate to the provisions of any and all existing and future agreements between the BNAA and the United States Government or other governmental authority relative to the operation, maintenance, or development of the Airport, the execution of which may be required as a condition precedent to the expenditure of funds for the development of the Airport, or any part thereof. If the Federal Aviation Administration or its successor requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, City agrees to consent, without compensation, to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement. This Agreement is also subordinate to the rights of the United States Government to operate the Airport, or any part thereof, during time of war or national emergency. Such rights will

supersede any provisions of this Agreement inconsistent with the operation of the Airport, or any part thereof, by the United States Government.

8. Indemnification and Insurance

- a. City agrees to indemnify Authority against all liability for injuries to persons or damage to property caused by City's intentional and/or negligent operations of, at or upon the Airport in connection with this Agreement, except to the extent that such injuries or damages are caused by the intentional or negligent acts of the Authority.
- b. City shall secure and maintain throughout the term of this Agreement such insurance policies, from companies licensed in the State of Illinois, as will protect itself, the Authority including Authority Commission members, officers, officials, servants, agents, employees, and directors included as additional insured, from claims for bodily injuries, death, personal injury or property damage which may arise out of or result from the City's intentional or negligent acts, errors or omissions.
- c. Nothing herein shall be interpreted or construed to waive any immunity or defense available to either party under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*, and other immunities that may be available under law.

9. General Provisions

- a. Governing Law. The laws of the State of Illinois shall govern the validity, interpretation, performance and enforcement of this Agreement. It is agreed by the parties hereto that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, must be instituted only in the Circuit Court of the Eleventh Judicial Circuit, McLean County, Illinois.
- b. Waiver. Nothing herein shall be construed to represent a waiver of any privilege or immunity granted by statute or at common law to the parties as units of local government. Any failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise of that or any other right, power, or privilege.
- c. Assignment. City shall not assign this Agreement without the Authority's prior written consent. Authority at its option may assign the rights and obligations of

the Authority under this Agreement, without necessity for the concurrence of the City.

- d. Amendment. This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement.
- e. Severability. In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.
- f. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the execution date.
- g. Notice. All notices, demands, or other writings this Agreement requires be given by either party shall be deemed to have been fully given when made in writing via certified, postage pre-paid, mailing to:

CITY:

Legal Department
115 E. Washington Street
Bloomington, IL 61701

AUTHORITY:

Central Illinois Regional Airport
3201 CIRA Drive, Suite 200
Bloomington IL 61704

IN WITNESS WHEREOF, the parties, intending to be legally bound, have each executed this Agreement as of the Effective Date.

City of Bloomington

Bloomington-Normal Airport Authority

Its _____

Its Executive Director

Attest

Attest

Expand the Possibilities of AMI and Win Your Day with Network-as-a-Service (NaaS)

A Product of Neptune Technology Group



Empower your utility to do more with an outsourced, open-standard Network-as-a-Service (NaaS) solution from Neptune®.

Get back to the business of water with a NaaS solution from Neptune where AMI infrastructure is actively managed and monitored over the life of the project.

Today's advanced metering systems require complex network design, ongoing support, inherent security, and increased head-end server computing and storage. Not every utility has the financial, technical, or human resources to implement such complex network and software systems.

Save time, labor, and money by outsourcing through Neptune. Your utility won't have to worry about design, installation, and ongoing operations and maintenance (O&M) for the life of the AMI project with Neptune's NaaS managed service:

- Reduce time and effort to deploy
- Optimize AMI network performance
- Improve infrastructure reliability and security
- Future proof deployment with Neptune's R900® technology
- Support AMI functionality with back-up mobile AMR meter reading



The Neptune NaaS Solution

With Neptune's managed network service, you and your utility can focus on the business of water. Neptune's NaaS solution includes:



HARDWARE

- Neptune AMI network infrastructure and R900 end-point hardware
- No additional costs for network expansion due to utility growth
- Centralized device management and reporting



FIELD OPS

- Execution of site leasing agreements and carrier contracts
- Installation of collectors and AMI infrastructure
- Freedom from ongoing fees associated with site leases, backhaul, AC power, and maintenance
- All break-fix repair costs of data collectors and AMI network



NETWORK OPS

- 24x7 Network Operations Center (NOC) monitoring
- Proactive monitoring of alarms, and trouble ticket triage
- End-to-end AMI network operations, security, and monitoring



TECHNICAL SUPPORT

- Ongoing maintenance and infrastructure updates for the life of the project
- Network design to ensure coverage, redundancy, and performance
- Cloud-based resources to ensure high availability, scalability, and performance

Leverage the Power of NaaS

The connected and purposeful utility of tomorrow will build on today's Smart Water Networks and managed network service. Prepare to meet your future needs today with a fully managed and monitored open-standard NaaS solution from Neptune.



Benefits of Network-as-a-Service



Smart Water Deployment

With NaaS from Neptune, the design and installation of the AMI network infrastructure allows for rapid deployment. The network provides comprehensive coverage, redundancy, and performance to assure reliable meter reading across your installed meter base.



Optimized Network Performance

Neptune's cloud-based NaaS service ensures high availability and scalability for the most demanding of AMI applications. Managed AMI network operations include hardware and software upgrades for the life of the project. Mitigate concerns for AMI network obsolescence in the future.



Network Security and Resiliency

Leverage a standards-based infrastructure with the first LoRa Alliance™ certified solution for water AMI networks. Achieve improved infrastructure reliability and security through the LoRaWAN™ protocol and NaaS service. The network ensures secure and redundant connectivity end-to-end.



Be Future-Proof with the R900

Future compatibility of multiple reading systems is assured with Neptune R900 technology. Build on your existing system and move seamlessly from mobile AMR to AMI data collection without stranding assets or the pressure of deploying a comprehensive reading solution all at once. Smart end-points do not require re-programming. Deploy with confidence.



Moving Beyond AMI

Leverage the broad eco-system of developers from the LoRa Alliance. The open standard-based network supports additional water and wastewater automation initiatives.

Leave AMI Network maintenance behind with a custom NaaS solution from Neptune. Advanced functionality becomes simple to use now and in the future.



neptunetg.com
#winyourday

Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on A Resolution Approving the Content of and Release of Certain Closed Session Meeting Minutes, and Authorizing the Destruction of Audio, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Open Meetings Act ("OMA") requires Executive Session (aka closed session) minutes to be reviewed semi-annually, every six months, to determine whether a need for confidentiality exists in continuing to hold minutes or whether they can be released for public viewing.

Council met in Executive Session on December 9, 2024, to review and make determinations for confidentiality regarding historical Executive Session minutes as required by OMA. The recommendation on which minutes should be released, and which minutes should be kept confidential is outlined in the proposed Resolution.

In addition, three sets of Executive Session minutes are included in the proposed Resolution for content-based approval only.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B Resolution](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION APPROVING THE CONTENT OF AND RELEASE OF CERTAIN
CLOSED EXECUTIVE SESSION MEETING MINUTES, AND AUTHORIZING
THE DESTRUCTION OF AUDIO**

WHEREAS, the City of Bloomington (“City”), is a home-rule municipality operating in McLean County, Illinois; and

WHEREAS, The Illinois Open Meetings Act (“the Act”), Section 2.06(d), requires public bodies to review closed executive session minutes semi-annually, every six months, to determine whether or not a need for confidentiality of closed session minutes exists; and

WHEREAS, the Act requires the City to “report” its decision on what closed executive session minutes it is keeping confidential; and

WHEREAS, Section 2.06(c) of the Act requires that all closed executive session meetings be audio or video recorded, as well as allows the destruction of those recordings after 18 months if the meeting minutes from those closed session have been approved as to content and the City Council approves of the destruction of the audio; and

WHEREAS, the City Council conducted a review of its closed executive session meeting minutes while in closed Executive Session on December 9, 2024; and

WHEREAS, the City Council finds that the best interests of the City are served by outlining its review of the closed executive session meeting minutes as set forth in Exhibit A and allowing the destruction of audio of closed sessions that are over 18 months old.

**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 reports its decision on the confidentiality of the meeting minutes and report of same as set forth in Exhibit A.

SECTION 3. The City Council hereby approves the destruction of any and all closed session audio/video made prior to July 13, 2023, except where the law requires otherwise.

SECTION 4. If any section, paragraph, clause, or provision of the Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

SECTION 5. All Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This Resolution shall be in full force and effective immediately after its passage and approval.

PASSED this 13th day of January 2025

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
CLOSED EXECUTIVE SESSION MEETING MINUTES

The content of the following closed session meeting minutes shall be approved by City Council:

Meeting Minutes Date	Statutory Subject
May 20, 2024	Section 2(c)(5) Land Purchase
May 28, 2024	Section 2(c)(21) of 5 ILCS 120 - Review of Closed Session Minutes
August 26, 2024	Section 2(c)(12) of 5 ILCS 120 - Claim Settlement; Section 2(c)(11) of 5 ILCS 120 - Pending Litigation

The following, or a part of the following, closed executive session meeting minutes shall be released as set forth below in relation to the subjects identified:

Meeting Minutes Date	Subject to be Released
May 9, 2005	Section 2(c)(2) Collective Bargaining

Unless otherwise approved for release, all other closed executive session minutes of the City Council are to remain confidential.



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Purchase of Audio Equipment for the Arts & Entertainment Department, from Levin Professional Services, DBA Washington Professional Systems, in the Amount of \$97,371.50, as requested by the Arts & Entertainment Department and the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Arts & Entertainment Department is recommending the purchase of replacement audio equipment for the Bloomington Center for the Performing Arts ("BCPA"). The BCPA's primary sound mixing console and components have failed and are beyond their serviceable lifespan. In addition, replacement sound and communication equipment is also needed at Grossing Motors Arena. Clear-Com communication equipment is required for the production during sporting and live entertainment events at the Arena.

To continue to provide the expected level of service and experience for patrons at both venues, the current audio equipment requires replacement. The bid was combined for both venues to increase the opportunity to obtain better pricing. The bid was released on September 23, 2024, to solicit competitive bid submissions. Bids were received until Thursday, October 10, 2024, at 11:00 a.m. electronically via the City's eProcurement portal, *OpenGov*. There were six submissions and none of the firms qualified for the local preference. Levin Professional Services was the lowest, responsive bid submission for a total of \$97,371.50.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on September 23, 2024.

FINANCIAL IMPACT: If approved, the City will purchase sound equipment from Levin Professional Services for the Arts & Entertainment Department in the amount of \$97,371.50. The expenses are included in the FY2025 Capital Equipment Budgets of the BCPA & Arena. A total of \$135,000 was budgeted for the two projects: BCPA Audio Console (10014125-72140-20000) \$85,000; and Arena PA Update (57107110-72140) \$50,000.

If approved the expenses will be allocated as follows:

\$76,673.50 (10014125-72140-20000); and \$20,698 (57107110-72140)

Stakeholders can locate this in the following Budget Books: For the BCPA, the Budget Book titled "Budget Overview & General Fund" on page 204, and "Other Funds & Capital Improvement" on page 96. For the Arena portion, "Other Funds & Capital Improvement" on pages 101 and 189.

Respectfully submitted for consideration.

Prepared by: Greg Grisham, Business Manager

ATTACHMENTS:

[A&E 1B Resolution](#)

[A&E 1C Resolution - Exhibit A - Levin Professional Services](#)

[A&E 1D Bid #2025-15 Tabulation](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE PURCHASE OF AUDIO EQUIPMENT FOR THE ARTS & ENTERTAINMENT DEPARTMENT, FROM LEVIN PROFESSIONAL SERVICES, DBA WASHINGTON PROFESSIONAL SYSTEMS, IN THE AMOUNT OF \$97,371.50

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of Audio Equipment for the Arts & Entertainment Department ("PURCHASE"), in the amount of \$97,371.50; and

WHEREAS, the detailed bid tabulation with all of the audio equipment for the proposed vendor is attached (Exhibit A); and

WHEREAS, the purchase of replacement audio equipment for the Bloomington Center for Performing Arts ("BCPA") is necessary because the primary sound mixing console and components have failed and are beyond their serviceable lifespan; and

WHEREAS, the purchase of replacement sound and communication equipment is also needed at the Grossinger Motors Arena for the production of Bison Hockey as well as the many other sporting and live entertainment events; and

WHEREAS, the PURCHASE consists of multiple and various audio equipment as detailed in Exhibit A for both locations to ; and

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

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



EXHIBIT A

EVALUATION TABULATION

ITB No. Bid #2025-15 Arts & Entertainment
Arts & Entertainment Audio Equipment

RESPONSE DEADLINE: October 10, 2024 at 11:00 am

Report Generated: Tuesday, December 10, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Levin Professional Services, Inc.	\$97,371.50

BID #2025-15 ARTS & ENTERTAINMENT AUDIO EQUIPMENT (Table 1 of 2)

Bid #2025-15 Arts & Entertainment Audio Equipment					Levin Professional Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Yamaha DM7-EX 120-channel Digital Mixer with CTL-DM7 Expansion	1	Each	\$29,695.00	\$29,695.00
X	2	Yamaha DM7C-EX 72-channel Digital Mixer with CTL-DM7 Expansion	1	Each	\$15,410.00	\$15,410.00
X	3	Yamaha Rio3224-D2 32-input / 24-output Dante Stage Box	2	Each	\$7,710.00	\$15,420.00

EVALUATION TABULATION
 ITB No. Bid #2025-15 Arts & Entertainment
 Arts & Entertainment Audio Equipment

Bid #2025-15 Arts & Entertainment Audio Equipment					Levin Professional Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	4	Yamaha Rio1608-D2 16-input / 8-output Dante Stage Box	1	Each	\$4,285.00	\$4,285.00
X	5	Yamaha SWR2100P-10G 10-port L2 Network Switch, with PoE	1	Each	\$460.00	\$460.00
X	6	ProX XZF-YDM7EX1U LMA Flip-Ready for Yamaha DM7/DM7-EX	1	Each	\$3,630.00	\$3,630.00
X	7	ProX YDM7COMPACTEX	1	Each	\$315.00	\$315.00
X	8	Allen & Heath AHM-32 32 x 32 Audio Matrix Processor	1	Each	\$1,585.00	\$1,585.00
X	9	Allen & Heath SQ Dante 32 32 x 32 SQ Series Dante Card	1	Each	\$533.50	\$533.50
X	10	Whirlwind ENC4S150 Shielded Cat 5e Ethernet Cable - 150 foot	4	Each	\$245.00	\$980.00

EVALUATION TABULATION
ITB No. Bid #2025-15 Arts & Entertainment
Arts & Entertainment Audio Equipment

Bid #2025-15 Arts & Entertainment Audio Equipment					Levin Professional Services, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	11	Whirlwind ENC4S025 Shielded Cat 5e Ethernet Cable - 25 foot	2	Each	\$70.50	\$141.00
X	12	Gator GR-STUDIO-8U - 8U Studio Rack	1	Each	\$110.00	\$110.00
X	13	Gator G-TOUR 14U CAST ATA Wood Rack Case with Casters	2	Each	\$539.00	\$1,078.00
X	14	Radial Power-1 Power Conditioner	3	Each	\$77.00	\$231.00
X	15	Clear-Com FSII-Base-II	1	Each	\$9,420.00	\$9,420.00
X	16	Clear-Com FreeSpeak II-19	4	Each	\$1,899.00	\$7,596.00
X	17	Clear-Com CC-400-X4	4	Each	\$365.00	\$1,460.00
X	18	Clear-Com FSII-TCVR-19	2	Each	\$1,550.00	\$3,100.00
X	19	Clear-Com FSII-SPL	1	Each	\$1,922.00	\$1,922.00
Total						\$97,371.50

BID #2025-15 ARTS & ENTERTAINMENT AUDIO EQUIPMENT



City of Bloomington

Legal

Chris Spanos, Corporate Council

115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. Bid #2025-15 Arts & Entertainment
Arts & Entertainment Audio Equipment

RESPONSE DEADLINE: October 10, 2024 at 11:00 am

Report Generated: Tuesday, December 10, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Levin Professional Services, Inc.	\$97,371.50
Intech Innovations, Inc.	\$99,308.66
Sweetwater Sound, Inc	\$100,470.00
JRLXinc.com	\$103,325.95
Stuyvesant Partners	\$107,032.39
Bennett Electronic Service Co., Inc.	\$120,704.00

BID #2025-15 ARTS & ENTERTAINMENT AUDIO EQUIPMENT (Table 1 of 2)

Bid #2025-15 Arts & Entertainment Audio Equipment					Bennett Electronic Service Co., Inc.		Intech Innovations, Inc.		JRLXinc.com		Levin Professional Services, Inc.		Stuyvesant Partners	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Yamaha DM7-EX 120-channel Digital Mixer with CTL-DM7 Expansion	1	Each	\$34,323.00	\$34,323.00	\$27,710.01	\$27,710.01	\$30,137.36	\$30,137.36	\$29,695.00	\$29,695.00	\$30,695.46	\$30,695.46

EVALUATION TABULATION
ITB No. Bid #2025-15 Arts & Entertainment
Arts & Entertainment Audio Equipment

Selected		Line Item		Description		Quantity		Unit of Measure		Bennett Electronic Service Co., Inc.		Intech Innovations, Inc.		JRLXinc.com		Levin Professional Services, Inc.		Stuyvesant Partners	
										Unit Cost		Total		Unit Cost		Total		Unit Cost	
X		2		Yamaha DM7C-EX 72-channel Digital Mixer with CTL-DM7 Expansion		1		Each		\$19,748.00		\$13,425.54		\$17,339.41		\$15,410.00		\$17,660.51	
X		3		Yamaha Rio3224-D2 32-input / 24-output Dante Stage Box		2		Each		\$9,963.00		\$8,908.64		\$17,817.28		\$7,710.00		\$8,909.64	
X		4		Yamaha Rio1608-D2 16-input / 8-output Dante Stage Box		1		Each		\$5,605.00		\$5,012.18		\$4,921.05		\$4,285.00		\$5,012.18	
X		5		Yamaha SWR2100P-10G 10-port L2 Network Switch, with PoE		1		Each		\$607.00		\$542.64		\$532.77		\$460.00		\$542.64	
X		6		ProX XZF-YDM7EX1U LMA Flip-Ready for Yamaha DM7/DM7-EX		1		Each		\$4,059.00		\$3,630.00		\$3,564.00		\$3,630.00		\$3,630.00	
X		7		ProX YDM7COMPACTEX		1		Each		\$372.00		\$257.13		\$445.50		\$315.00		\$430.00	
X		8		Allen & Heath AHM-32 32 x 32 Audio Matrix Processor		1		Each		\$2,041.00		\$1,745.52		\$1,615.69		\$1,585.00		\$1,745.52	

EVALUATION TABULATION
ITB No. Bid #2025-15 Arts & Entertainment
Arts & Entertainment Audio Equipment

Bid #2025-15 Arts & Entertainment Audio Equipment		Bennett Electronic Service Co., Inc.		Intech Innovations, Inc.		JRLXInc.com		Levin Professional Services, Inc.		Stuyvesant Partners	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost
X	9	Allen & Heath SQ Dante 32 x 32 SQ Series Dante Card	1	Each	\$689.00	\$689.00	\$586.83	\$586.83	\$533.50	\$533.50	\$586.83
X	10	Whirlwind ENC4S150 Shielded Cat 5e Ethernet Cable - 150 foot	4	Each	\$382.00	\$1,528.00	\$384.99	\$1,539.96	\$245.00	\$980.00	\$1,288.00
X	11	Whirlwind ENC4S025 Shielded Cat 5e Ethernet Cable - 25 foot	2	Each	\$134.00	\$268.00	\$65.99	\$131.98	\$70.50	\$141.00	\$184.00
X	12	Gator GR-STUDIO-8U - 8U Studio Rack	1	Each	\$127.00	\$127.00	\$113.52	\$113.52	\$110.00	\$110.00	\$135.00
X	13	Gator G-TOUR 14U CAST ATA Wood Rack Case with Casters	2	Each	\$610.00	\$1,220.00	\$545.11	\$1,090.22	\$535.19	\$1,070.38	\$1,190.00
X	14	Radial Power-1 Power Conditioner	3	Each	\$102.00	\$306.00	\$91.66	\$274.98	\$77.00	\$231.00	\$294.00
X	15	Clear-Corn FSII-Base-II	1	Each	\$11,828.00	\$11,828.00	\$10,189.67	\$10,189.67	\$9,420.00	\$9,420.00	\$10,577.77
X	16	Clear-Corn FreeSpeak II-19	4	Each	\$2,445.00	\$9,780.00	\$2,053.34	\$8,213.36	\$1,899.00	\$7,596.00	\$8,213.36

EVALUATION TABULATION

ITB No. Bid #2025-15 Arts & Entertainment
Arts & Entertainment Audio Equipment

Bid #2025-15 Arts & Entertainment Audio Equipment					Bennett Electronic Service Co., Inc.		Intech Innovations, Inc.		JRLXInc.com		Levin Professional Services, Inc.		Stuyvesant Partners	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	17	Clear-Com CC-400-X4	4	Each	\$455.00	\$1,820.00	\$398.76	\$1,595.04	\$365.40	\$1,461.60	\$365.00	\$1,460.00	\$398.76	\$1,595.04
X	18	Clear-Com FSII-TCVR-19	2	Each	\$2,001.00	\$4,002.00	\$1,676.90	\$3,353.80	\$1,536.64	\$3,073.28	\$1,550.00	\$3,100.00	\$1,676.90	\$3,353.80
X	19	Clear-Com FSII-SPL	1	Each	\$2,455.00	\$2,455.00	\$2,079.00	\$2,079.00	\$1,905.12	\$1,905.12	\$1,922.00	\$1,922.00	\$2,079.00	\$2,079.00
Total						\$120,704.00		\$99,308.66		\$103,325.95		\$97,371.50		\$107,032.39

BID #2025-15 ARTS & ENTERTAINMENT AUDIO EQUIPMENT (Table 2 of 2)

Bid #2025-15 Arts & Entertainment Audio Equipment						Sweetwater Sound, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	
X	1	Yamaha DM7-EX 120-channel Digital Mixer with CTL-DM7 Expansion	1	Each	\$29,100.00	\$29,100.00	
X	2	Yamaha DM7C-EX 72-channel Digital Mixer with CTL-DM7 Expansion	1	Each	\$16,140.00	\$16,140.00	
X	3	Yamaha Rio3224-D2 32-input / 24-output Dante Stage Box	2	Each	\$7,600.00	\$15,200.00	
X	4	Yamaha Rio1608-D2 16-input / 8-output Dante Stage Box	1	Each	\$4,300.00	\$4,300.00	
X	5	Yamaha SWR2100P-10G 10-port L2 Network Switch, with PoE	1	Each	\$550.00	\$550.00	
X	6	ProX XZF-YDM7EX1U LMA Flip-Ready for Yamaha DM7/DM7-EX	1	Each	\$3,650.00	\$3,650.00	
X	7	ProX YDM7COMPACTEX	1	Each	\$450.00	\$450.00	
X	8	Allen & Heath AHM-32 32 x 32 Audio Matrix Processor	1	Each	\$1,850.00	\$1,850.00	

EVALUATION TABULATION

Invitation to Bid - Arts & Entertainment Audio Equipment

EVALUATION TABULATION
 ITB No. Bid #2025-15 Arts & Entertainment
 Arts & Entertainment Audio Equipment

Bid #2025-15 Arts & Entertainment Audio Equipment					Sweetwater Sound, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	9	Allen & Heath SQ Dante 32 32 x 32 SQ Series Dante Card	1	Each	\$650.00	\$650.00
X	10	Whirlwind ENC4S150 Shielded Cat 5e Ethernet Cable - 150 foot	4	Each	\$300.00	\$1,200.00
X	11	Whirlwind ENC4S025 Shielded Cat 5e Ethernet Cable - 25 foot	2	Each	\$56.00	\$112.00
X	12	Gator GR-STUDIO-8U - 8U Studio Rack	1	Each	\$131.00	\$131.00
X	13	Gator G-TOUR 14U CAST ATA Wood Rack Case with Casters	2	Each	\$650.00	\$1,300.00
X	14	Radial Power-1 Power Conditioner	3	Each	\$89.00	\$267.00
X	15	Clear-Com FSII-Base-II	1	Each	\$10,100.00	\$10,100.00
X	16	Clear-Com FreeSpeak II-19	4	Each	\$2,050.00	\$8,200.00
X	17	Clear-Com CC-400-X4	4	Each	\$405.00	\$1,620.00
X	18	Clear-Com FSII-TCVR-19	2	Each	\$1,775.00	\$3,550.00
X	19	Clear-Com FSII-SPL	1	Each	\$2,100.00	\$2,100.00
Total						\$100,470.00



CONSENT AGENDA ITEM NO. 8.N.

FOR COUNCIL: January 13, 2025

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

SUBJECT: Consideration and Action on (1) an Ordinance Authorizing the Execution of a Jurisdictional Transfer Agreement Between the City of Bloomington and Bloomington Township; and (2) a Jurisdictional Transfer Agreement with Bloomington Township for the Transfer of Jurisdiction of a Portion of Hamilton Road to the Municipal System, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance and Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

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

BACKGROUND: If approved, the City will enter into an agreement with Bloomington Township ("Township") to transfer jurisdiction over a section of Hamilton Road (aka Rhodes Lane) extending from the east edge of the pavement of Bunn Street easterly 0.25 miles to corporate limit of the City of Bloomington, in its entirety.

The City plans to undertake roadway improvements along Hamilton Road from Bunn Street to Morrissey Drive, which will extend partially along Bunn Street, Rhodes Lane, Commerce Parkway, and Morrissey Drive. This project aims to enhance connectivity between business and residential districts throughout the City. The extension of Hamilton Road from Bunn Street to Morrissey Drive has long been a priority for the City, as it represents the final segment needed to complete a continuous east-west transportation corridor south of Veterans Parkway. The City currently maintains jurisdiction over Hamilton Road west of the transfer limits, Bunn Street north and south of Hamilton Road, Rhodes Lane located east of the transfer limits, and all roads to the east of the proposed Norfolk Southern Railroad crossing. Staff anticipates no immediate maintenance needs, with future maintenance schedules aligning with those of adjacent sections of Hamilton Road already under City jurisdiction.

Both the City and Township have agreed that transferring jurisdiction of this section of Hamilton Road from the township to the City is in the best interests of both parties. The City is committed to collaborating with other public entities when mutually beneficial, and this intergovernmental agreement allows both the City and Township to gain from this jurisdictional transfer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Chad Langan, Sr Civil Engineer

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Agreement](#)

[DOES 2D Jurisdictional Transfer Map](#)

[DOES 2E Hamilton Road Project Map](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A JURISDICTIONAL TRANSFER AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND BLOOMINGTON TOWNSHIP

WHEREAS, the City of Bloomington is planning roadway improvements from Bunn Street to Morrissey Drive, which will provide a continuous east-west transportation corridor south of Veterans Parkway; and

WHEREAS, the improvements will serve as a connection between business districts and residential districts throughout the City; and

WHEREAS, the City of Bloomington ("CITY") and Bloomington Township ("TOWNSHIP") have jurisdiction of different portions of Hamilton Road within the proposed roadway; and

WHEREAS, the CITY and TOWNSHIP have determined that the best interests of both entities are served by making and entering into an agreement to transfer jurisdiction of a portion of Hamilton Road to the CITY; and

WHEREAS, the jurisdictional transfer provides for the addition of Hamilton Road from the east edge of the pavement of Bunn St. easterly .25 miles to the corporate limit of the CITY, in its entirety, to the City of Bloomington, McLean County, Illinois; and

WHEREAS, the CITY and TOWNSHIP under date of January ____, 2025, entered into an agreement for the transfer of jurisdiction of Hamilton Road to the Municipal System; and

WHEREAS, it be ordained by the City Council of the City of Bloomington that Hamilton Road from the east edge of pavement of Bunn St. easterly .25 miles to the corporate limit of City of Bloomington, in its entirety, be added to the Municipal Street System; and

WHEREAS, the City Clerk is directed to forward a certified copy of this Ordinance to the State of Illinois through its Regional Engineer's office at Paris, Illinois.

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 agreement is approved and the Mayor, or his designee, are authorized to execute the agreement, and any other necessary documents to effectuate the jurisdictional transfer.

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 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Jurisdictional Transfer Agreement
(Local Public Agency to Local Public Agency)

CONVEYOR

Local Public Agency No. 1

Bloomington

LPA Type

Township/RD

County

McLean

RECIPIENT

Local Public Agency No. 2

City of Bloomington

LPA Type

Municipality

County

McLean

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name

E Hamilton Road

Route(s)

FAU 6371

Length (miles)

0.25

Key Route(s) Information

057 96371 000000 (Station 2.23-2.48)

Termini

From east edge of pavement of Bunn St. easterly .25 miles to corporate limit of City of Bloomington, in its entirety.

This transfer ☒ does not ☐ does include NBIS Structure No(s). N/A

Include For Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code. The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto as Addendum No. 1

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☒ Upon IDOT approval

☐

calendar days after

☐

☐ other

☐

Attachments

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

☒ Location Map (Addendum No.1)

☐

☐

☒ Ordinance/Resolution (Addendum No. 2)

☐

☐

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED BY CONVEYOR

Name of Local Public Agency Official

Rodney Boester

Title

Highway Commissioner

Local Public Agency Official Signature & Date

Rodney Boester

Digitally signed by Rodney

Boester

Date: 2024.12.03 15:09:30 -06'00'

APPROVED BY RECIPIENT

Name of Local Public Agency Official

Mboka Mwilambwe

Title

Mayor

Local Public Agency Official Signature & Date

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

Office of Highways Project Implementation Signature & Date

BLR 05212 Instructions

This form shall be used when a Local Public Agency (LPA) and the State of Illinois desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Conveyor

Local Public Agency No. 1 Insert the name of LPA who is the conveyor for the jurisdictional transfer

LPA Type Select LPA Type of the Conveyor (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Recipient

Local Public Agency No. 2 Insert the name of LPA who is the recipient for the jurisdictional transfer

LPA Type Select LPA Type of the Recipient (i.e. County, Municipal, Township/Road District)

County Insert the name of the county in which the LPA is located.

Location Description

Local Name Insert the local(common) name of the roadway involved in the transfer.

Route Insert the route number of the roadway involved in the transfer.

Length Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained from the Department of Transportation. It will be a 14 digit code.

Termini Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the wording of the termini description should be consistent between the agreement itself and any ordinances, or resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway transfer. List structures on the line provided. If no structure exists then insert N/A on the line. **Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number.** If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of paper as an addendum.

Effective Jurisdictional

Transfer Date Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar days transfer insert the number of calendar days and the date after. For other check the box and insert when effective, example upon final acceptance.

Attachments: Attach as required a location map of the jurisdictional transfer as Addendum No. 1, and if required a resolution or ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in black and white.

Signatures

Local Public Agency (Conveyor) The LPA shall insert their name, title then sign and date.

Local Public Agency (Recipient) The LPA shall insert their name, title then sign and date.

State of Illinois Upon approval the Department of Transportation shall sign and date here.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.

Following the IDOT's Approval, distribution will be as follows:

Local Public Agency Clerk (one for each LPA)
District File (Electronically after execution)
Bureau of Local Roads and Streets Central Office
Bureau of Operations District Office (Electronically after execution)
District Roadway Inventory (Electronically after execution)



LOCATION MAP

Illinois Department of Transportation Jurisdictional Transfer

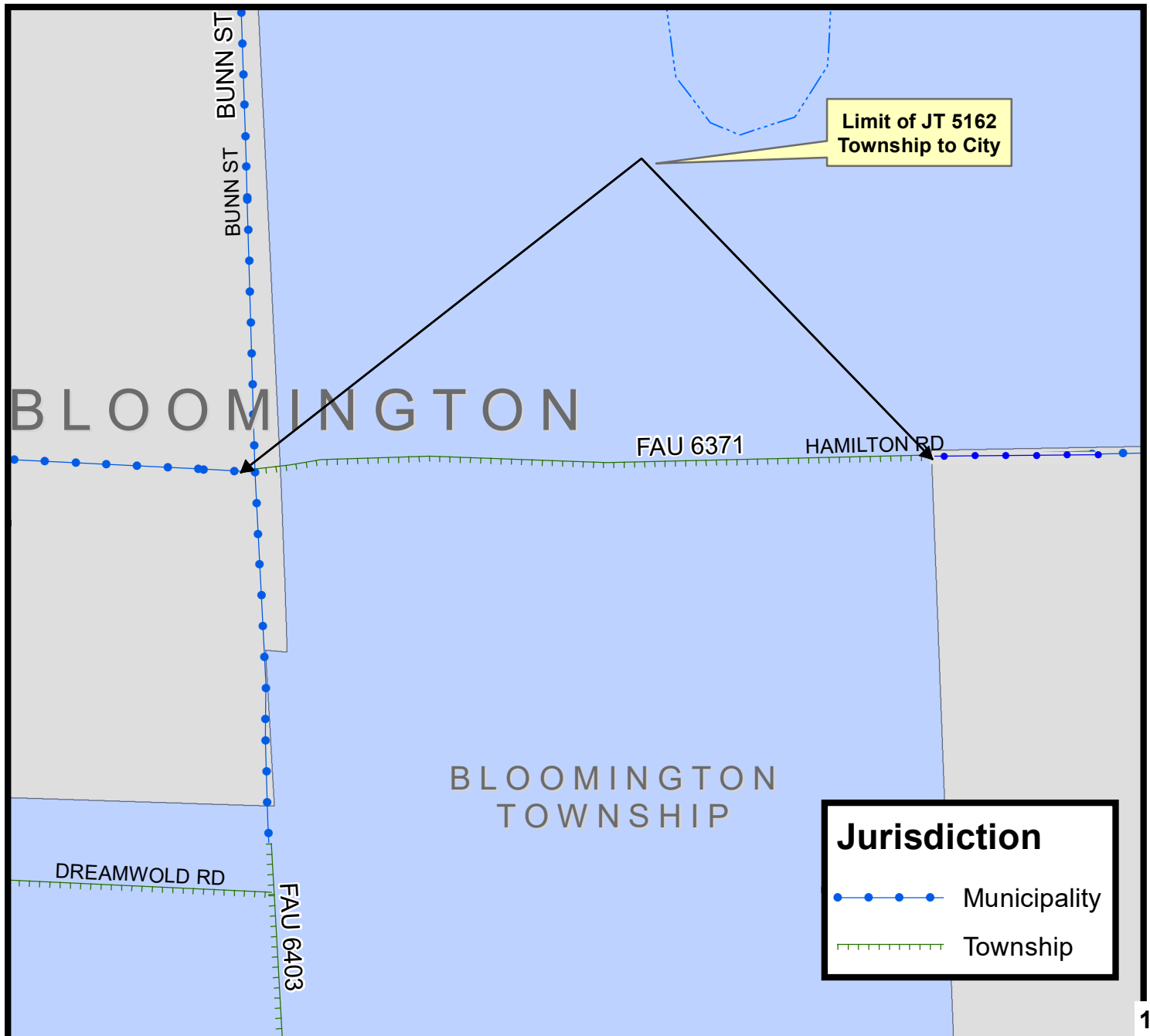
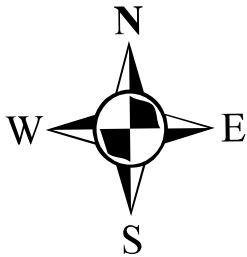
BLOOMINGTON TOWNSHIP R D
TO CITY OF BLOOMINGTON

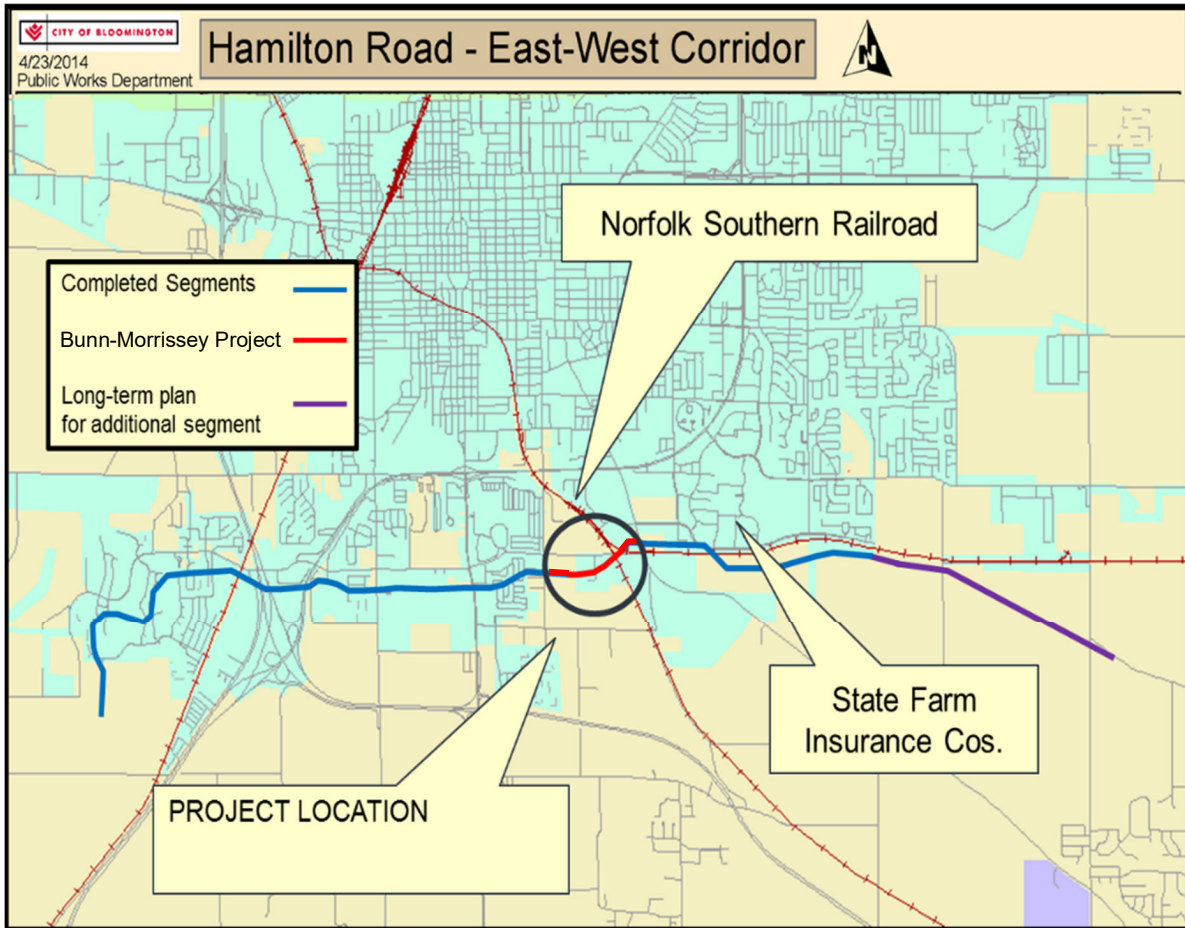
**HAMILTON STREET
FAU 6371**

From east edge of pavement of Bunn St.
easterly .25 miles to corporate limit of City
of Bloomington, in its entirety.

**Key Route 057 96371 000000
(Station 2.23-2.48)**

**McLean
County**







CONSENT AGENDA ITEM NO. 8.O.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) an Ordinance Amending the Bloomington City Code Updating Chapter 44 Pertaining to Zoning Upon Annexation, Forcibly Annexed and Reverted Public Lands, and Definitions; and (2) an Ordinance Amending the Bloomington City Code to Replace the Current Chapter 8.5 Pertaining to Annexations, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

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

BACKGROUND: There is increased interest in the annexation of contiguous and wholly bounded properties. Many of those are interested in continuing use in the same or similar manner, but with access to municipal services and/or increased coordination with nearby developing properties. Each annexation currently requires the adoption of an Annexation Agreement, including Zoning Map Amendment to identify zoning upon annexation, even if the intent is to maintain the status quo within City jurisdiction. This is particularly burdensome for already-developed properties that request annexation for access to public water or have been asked to annex as part of adjacent public improvements. When land is annexed into any community, Illinois State law allows the community to create an automatic zoning classification for those properties. The initial default zoning may be designated by establishing the classification in the Zoning Ordinance. Other communities in Illinois have already adopted similar ordinances changing the default zoning upon annexation.

In combination with amendments to Chapter 8.5 of the City Code (Annexations), the proposed text amendments provide a streamlined path for the annexation of properties that frequently already function as if within City limits, but do not benefit from City services or pay City property taxes. If the landowner desires to change the zoning classification upon annexation, the current process remains available for that purpose.

Summary of Ch. 44 Amendment Results:

- Properties that do not require an Annexation Agreement may annex, via Petition, to the City zoning district that is most closely equivalent to the existing County zoning

classification (Agriculture to Agriculture, Single-Family to Single-Family, and so on).

- Properties owned by units of local government may annex in according to the translation zoning table, or into the relevant Public Interest District.
- Properties that wish to annex to a zoning district other than the County-City equivalent will require a Zoning Map Amendment to do so (may be concurrent with Annexation Agreement).
- The City does retain the ability to refuse to annex any property, even if the proposal is to annex under the translation zoning table.
- [The full staff report provided to the Planning Commission is available online.](#)

On January 8, 2025, the Planning Commission held a public hearing on Z-14-24, established findings of fact that the proposed text amendments meet the standards and objectives for which the Code is designed and are in the public interest, and voted 8-0 to recommend approval to City Council.

In 1976, an Ordinance Establishing Procedures for Annexation to the City of Bloomington was adopted. Since then, the Ordinance has been amended only to enumerate filing requirements (Ord. No. 1988-082), define the responsibilities of the Planning Commission (Ord. No. 1991-111), require property owners to pay for the publication of notice on Annexation Agreements (Ord. No. 1992-056), establish annexation fees (Ord. No. 2003-108), and reference the adopted Schedule of Fees (Ord. No. 2018-089). In the meantime, the Zoning Code has been completely replaced two times (Ord. No. 2006-137 and Ord. No. 2019-012), land use case law has developed, and relevant policies and procedures have been altered. Attempting to amend the existing text results in an unreasonably complex ordinance; replacement of the entire chapter is recommended.

Summary of Ch. 8.5 Replacement Results:

- Structures the annexation process to more closely reflect current Illinois State law which permits, but does not require, Annexation Agreements for contiguous properties.
- Takes advantage of the enumerated power of municipalities to create automatic zoning classification when territory is annexed.
- Removes duplicative and/or conflicting text in favor of references to the relevant sections in other chapters.
- Aligns Code language with current procedure for filing and processing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission public hearing on the proposed Chapter 44 amendments was published in *The Pantagraph* on Tuesday, November 12, 2024. The public hearing originally scheduled for December 4, 2024, was unable to be held due to a lack of quorum, and a review of the item was postponed to a date certain of January 8, 2025; no additional notice was required.

FINANCIAL IMPACT: If approved, various financial benefits could be realized including increased property tax revenue through the addition of new land; recouping of sunk infrastructure costs through payment of tap-on fees; reduced staff time and customer/publication fees for case processing.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

DSD 2B Ordinance (Ch. 44)

DSD 2C Ordinance (Ch 44) - Exhibit A

DSD 2D Ordinance (Ch 8.5)

DSD 2E Ordinance (Ch 8.5) - Exhibit A

DSD 2F Draft PC Minutes 2025-01-08

ORDINANCE NO. 2025 - _____

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 44
PERTAINING TO ZONING UPON ANNEXATION, FORCIBLY ANNEXED AND REVERTED
PUBLIC LANDS, AND DEFINITIONS**

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, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] creating automatic classification and translation zoning upon annexation, and associated definitions; and

WHEREAS, the Planning Commission, after proper notice was given, on January 8, 2025, conducted a public hearing on said request to amend the text of the Bloomington City Code Chapter 44, as set forth in Exhibit A; and

WHEREAS, following said public hearing, the Planning Commission made findings of fact that the proposed text amendments are in the public interest, and recommended that the City Council pass this Ordinance; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said text amendments.

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 request to amend Chapter 44 creating automatic classification and translation zoning upon annexation, and associated definitions, set forth in Exhibit A, is hereby approved and said Chapter is amended accordingly.

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 home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

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

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A

Amendments to the Zoning Code of the City of Bloomington, Illinois [Chapter 44]

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

§ 44-201 [Ch.44, 2-1] Establishment of districts

...

C. Zoning upon annexation. All land which may be incorporated into the zoning jurisdiction of the City of Bloomington, whether through annexation or otherwise, shall, unless a valid annexation agreement in effect at the time of annexation provides otherwise, be assigned as follows:

- (1) Automatic classification. Privately held properties shall be classified from the present or most recent classification under the Zoning Ordinance of McLean County, Illinois, to a corresponding classification under the Zoning Code of the City of Bloomington, in accordance with Table X.

<u>Table X</u>	
<u>McLean County Zoning District</u>	<u>City of Bloomington Zoning District</u>
<u>A - (Agriculture) District</u>	<u>A – (Agricultural) District</u>
<u>R-1 – (Single-Family Residential) District</u>	<u>Lowest density R-1 District that does not result in the creation of nonconforming lot sizes upon annexation, or R-1C if nonconforming lots can not be avoided</u>
<u>R-2 – (Two-Family Residential) District</u>	<u>R-2 - (Mixed Residence) District</u>
<u>C - (Commercial) District</u>	<u>B-1 – (General Commercial) District</u>
<u>M-1 – (Restricted Manufacturing) District</u>	<u>M-1 - (Restricted Manufacturing) District</u>
<u>M-2 – (General Manufacturing) District</u>	<u>M-2 – (General Manufacturing) District</u>

- (2) Public Interest Districts. Upon annexation, properties owned by the City of Bloomington or other units of local government, excluding the Central Illinois Regional Airport Authority, may be automatically classified in accordance with Table X, or to the P-2 (Public Lands and Institutions) District. Properties owned by the Central Illinois Regional Airport Authority may be automatically classified in accordance with Table X, or to the P-3 (Airport) District. Automatic classification to either of these Districts shall require a deed restriction triggering a Zoning Map Amendment out of the Public Interest District classification prior to the sale or long-term lease of the subject property to an entity that is not another unit of local government.

- (3) Map Amendment. Upon application for a zoning map amendment as provided in Article XVII of this Chapter, the City Council may zone property proposed for annexation to any other zoning classification upon annexation.

...

§ 44-204 [Ch.44, 2-4] Forcibly annexed and reverted public lands

The following shall apply to all property which is hereafter annexed by the City or any publicly owned land which is transferred to private ownership.

- A. All property hereafter forcibly annexed to the City and without further action of the City Council, shall ~~automatically assume the classification of A—Agricultural District be~~ classified in accordance with § 44-201 Table X (Establishment of districts) of this Chapter 44 unless otherwise classified by a Zoning Map Amendment as provided in Article XVII of this Code.

...

§ 44-1616 [Ch. 44, 16-16] Definitions "O."

OTHER UNITS OF LOCAL GOVERNMENT

The Central Illinois Regional Airport Authority; the Bloomington and Normal Water Reclamation District; and Community Unit School District No. 5, McLean and Woodford Counties, Illinois, or the Board of Education, Bloomington School District No. 87, a Special Charter District.

ORDINANCE NO. 2025 - _____

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE TO REPLACE THE
CURRENT CHAPTER 8.5 PERTAINING TO ANNEXATIONS**

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

WHEREAS, on July 22, 2024, City Council passed Resolution No. 2024-040, that included direction to City staff to evaluate the financial components and fiscal impact of different policies and programs related to development costs and the affordability of housing in the City; and

WHEREAS, the Ordinance Establishing Procedures for Annexation to the City of Bloomington was adopted in 1976, and regulatory and economic changes have occurred since that time; and,

WHEREAS, the current process for annexation is overly burdensome for small and/or infill properties interested in annexing to the City; and

WHEREAS, the City wholly bounds or is contiguous to many properties that already function as if within City limits, but do not benefit from City services or pay City property taxes; and

WHEREAS, the staff of the Development Services Department initiated a request to replace the text of the Chapter 8.5 [Annexations], concurrently with the adoption of amendments to Chapter 44 [Zoning], creating automatic zoning classification upon annexation; and

WHEREAS, the adoption of the proposed replacement for Chapter 8.5 will provide a streamlined path for the annexation of properties that intend to maintain the status quo, while retaining a comprehensive process for the annexation of undeveloped or non-contiguous properties; and

WHEREAS, the proposed replacement of Chapter 8.5 is in the best interest of the public, private property owners, and the City, alike; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said replacement.

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

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

SECTION 2. That the proposed replacement for Chapter 8.5 [Annexations] of the Bloomington City Code, as set forth in Exhibit A, is hereby adopted, and shall replace and supersede the previous Chapter 8.5 of the Bloomington City Code.

SECTION 3. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting any chapters and subsections as needed to conform to the above-referenced replacement.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. This Ordinance 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 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

The text below shall replace the existing text of Chapter 8.5 of The Code of the City of
Bloomington, Illinois, 1960

Chapter 8.5 Annexations

ARTICLE I - Policy and Definitions

§ 8.5-101. [Ch. 8.5, Sec. 101] Policy.

It is hereby established as the policy of the City of Bloomington that all property hereafter annexed to the City of Bloomington shall be annexed in a manner consistent with preserving the ability of other units of local government to adequately serve the needs of the residents of Bloomington and the Bloomington-Normal area.

§ 8.5-102. [Ch. 8.5, Sec. 102] Definitions.

As used in this chapter, the following words shall have the meaning shown in this section:

ANNEXATION — The act or process of adding territory to the City of Bloomington, by an ordinance, a court order, or other legal action, resulting in a change of corporate limits. Includes all methods of annexing property to the City of Bloomington described in Article 7, Division 1, of the Illinois Municipal Code.¹

ANNEXATION AGREEMENT — Any agreement described and authorized by Section 11-15.1-1 et seq. of the Illinois Municipal Code.²

ANNEXATION PETITION — A written request to annex land into the City of Bloomington which includes: 1) a declaration of ownership or sufficient proprietary interest to make decisions regarding the subject land, 2) the legal description of the land to be annexed, 3) the existing zoning classification outside the City of Bloomington, 4) the requested City of Bloomington zoning classification to be assigned upon annexation, and 5) additional references and exhibits, as appropriate. Examples of additional references and exhibits include, but are not limited to: annexation plats, annexation agreements, utility agreements, list of electors and signatories within the area requested for annexation.

OTHER UNITS OF LOCAL GOVERNMENT — The Central Illinois Regional Airport Authority; the Bloomington and Normal Water Reclamation District; and the Community Unit School District No. 5, McLean and Woodford Counties, Illinois, or the Board of Education, Bloomington School District No. 87, a Special Charter District.

WHOLLY BOUNDED — A property characteristic: the condition of being wholly surrounded by already incorporated property(s). Includes all methods of wholly bounding described in Article 7, Division 1, of the Illinois Municipal Code.³

¹ Editor's Note: See 65 ILCS 5/7-1-1 et seq.

² Editor's Note: See 65 ILCS 5/11-15.1-1 et seq.

³ Editor's Note: See 65 ILCS 5/7-1-13 et seq.

ARTICLE II - Annexation Requirements and Procedure

§ 8.5-201. [Ch. 8.5, Sec. 201] Annexation agreements.

Any property within the extraterritorial jurisdiction of the City of Bloomington may be the subject of an annexation agreement that meets the requirements of this chapter.

Annexation may be pursued without an agreement if the subject property is contiguous, will be annexed in compliance with § 44-201 [Establishment of districts], and:

- A. All property owners and at least 51% of electors desire to be annexed, pursuant to Article 7, Division 1, of the Illinois Municipal Code;⁴ or
- B. The property is being annexed without the consent of the owners or occupant thereof pursuant to Article 7, Division 1, of the Illinois Municipal Code;⁵ or
- C. The property is wholly bounded and is not requesting or receiving any incentives at the time of annexation; or
- D. The property is already developed and is either annexing for the purposes of accessing public utilities or annexing at the request of the City; or
- E. The property is owned by the City of Bloomington.

§ 8.5-202. [Ch. 8.5, Sec. 202] Contents of agreement.

- A. Each annexation agreement shall contain (if the property to be annexed to the City is not a part of all of the other units of local government) a provision stating either:
 - (1) That petitions for annexation will be filed with such other units of local government and diligently pursued to a final decision; or
 - (2) Petitions will be filed to annex such property to such other units of local government and diligently pursued to a final decision within 90 days of the date of notification by such other units of local government that such property meets the statutory qualifications for annexation to such other units of local government.
- B. Annexation agreements may contain any other provision not prohibited by law.
- C. Public hearings on all actions in an annexation agreement that are required by law to occur after public hearing, such as rezoning, shall take place prior to approval of the agreement.

§ 8.5-203. [Ch. 8.5, Sec. 203] Annexation Agreement Procedure.

- A. Filing. All annexation agreements must be filed with the City in sufficient time to be included on the agenda of the City Council meeting at which it will be first considered. Persons desiring to annex property to the City of Bloomington shall furnish to the City the following:
 - (1) Proof of ownership or sufficient proprietary interest. Where the owner is not the applicant, the applicable review official shall require an applicant to present evidence that the applicant is a duly authorized agent of the owner or has sufficient proprietary

⁴ Editors Note: See 65 ILCS 5/7-1-8 et seq.

⁵ Editor's Note: See 65 ILCS 5/7-1-1 et seq.

Replacement of Chapter 8.5 **Annexations**

interest, such as a contract to purchase;

- (2) A complete legal description of the subject property;
- (3) Evidence of consultation, as required by the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act;

- B. **Fees.** Each annexation agreement shall be accompanied by a filing fee as set forth in the Schedule of Fees which shall be nonrefundable unless said agreement is withdrawn prior to the time any notices are published or staff meetings held thereon. In addition to the filing fee cited herein, the applicant shall be responsible for paying the City for the cost of publishing the public notice of the public hearing on any annexation agreement filed with the City by such applicant. The applicant shall pay such cost to the City prior to the public hearing on such application. Failure to pay such cost prior to the public hearing shall result in the cancellations of such hearing. In addition, annexation fees may be required as set forth in § 8.5-206 [Fees to be paid as a condition of annexation to the city]; these may be due at the time of annexation or deferred as described in the subject annexation agreement.
- C. **Notices.** Public hearings and actions required under this chapter shall comply with the relevant notice requirements of § 44-1705 [Notice and public hearings] of the City Code and Section 11-15.1-3 of the Illinois Municipal Code.⁶ No annexation agreement will be considered by the City Council unless such notice is given. If action on an annexation petition is heard concurrently with action on an annexation agreement, notices required to be given by Section 7-1-1 of the Municipal Code shall be given not less than 10 days prior to the City Council meeting at which such action is first considered.⁷
- D. **First meeting.** The City shall schedule the first meeting that such agreement will be considered by the Bloomington Planning Commission or the City Council as soon as possible after receipt of such agreement unless such agreement is withdrawn or found by the City Corporation Counsel to be legally deficient.
- E. **Action by Planning Commission.** The Planning Commission shall conduct a public hearing on any annexation agreement that includes a proposed amendment(s) to the Official Zoning Map for the City of Bloomington, McLean County, if not in compliance with § 44-201 [Establishment of districts], and shall recommend the adoption of such amendment unless the Commission finds that such amendment is not in the public interest or is solely for the benefit of the person requesting such amendment. The Planning Commission shall also make a recommendation(s) on any provisions included in such agreement which may impact the ability of permitted or special uses, as approved within the proposed zoning, to be enacted or enforced within the context of the Zoning Code of the City of Bloomington.

In making such a finding the Planning Commission may consider the standards for consideration for zoning map amendments, as iterated in § 44-1706E(2)(a) of the City Code, as well as the extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article I, of the Bloomington City Code – 1960 (Zoning).

- F. **Action by City Council.** The City Council, shall conduct a public hearing on all annexation agreements, and shall approve or reject the agreement, as written or with modifications, on

⁶ Editor's Note: See 65 ILCS 5/11-15.1-3

⁷ Editor's Note: See 65 ILCS 5/7-1-1

the basis of:

- (1) The facts presented at the public hearings; and
- (2) The recommendations of the Planning Commission, if provided; and
- (3) The recommendations of the City staff.

- G. Final action. Approval shall be by resolution authorizing the Mayor and City Clerk to execute the agreement on behalf of the City and shall require a vote of at least two-thirds of the corporate authorities, including the Mayor.⁸ If modifications are a condition of the approval of the agreement, such modifications need not be made at that time. Execution of the agreement may occur at any time after required modifications are made; such agreement as modified shall be printed in the minutes of the first Council Meeting following execution.
- H. Following adoption and execution of any approved annexation agreement, and receipt of an appropriate recording fee as determined by the Recorder of Deeds, the City Clerk shall cause to be recorded on all directly affected parcels, in the office of the Recorder of Deeds of McLean County, a complete and certified copy of the approving resolution, adopted annexation agreement including all exhibits, and any supporting covenants, deeds, restrictions, or documents necessary to further the explanation of provisions included therein.

§ 8.5-204. [Ch. 8.5, Sec. 204] Annexation Petition Procedure.

- A. Persons desiring to annex property to the City of Bloomington shall furnish to the City the following:
- (1) Completed petition for annexation, including legal description of the property to be annexed;
 - (2) One (1) high resolution PDF version of the annexation plat;
 - (3) Affidavit of notice to any fire protection district and, if applicable, to any Township Highway Commissioner and Board of Trustees of the township from any of which the property is proposed to be disconnected as required by Section 7-1-1 of the Municipal Code⁹;
 - (4) The real estate index number of the property, area thereof, most recent equalized assessed valuation of the property to be annexed and the last year's real property tax levied by the rural township on the property, both for corporate purposes and for road and bridge tax;
 - (5) Any additional items required by an executed annexation agreement, should one exist for the subject property.
- B. No Annexation request will be acted upon by the City Council unless such information is furnished by the Petitioner.
- C. Upon adoption of an annexing ordinance, the applicant shall provide to the City two (2) mylar copies and one (1) digital copy of the the final adopted annexation plat in CAD format.

⁸ Editor's Note: See 65 ILCS 5/11-15.1-3.

⁹ Editor's Note: See 65 ILCS 5/7-1-1.

Data should be georeferenced to the project area using Projected Coordinate System: NAD 1983 HARN StatePlane Illinois East FIPS 1201 (US Feet) WKID 3443.

§ 8.5-205. **[Ch. 8.5, Sec. 205] Automatic Zoning Classification**

Any property annexed to the City of Bloomington that is not the subject of an annexation agreement shall be automatically classified, upon annexation, to the City zoning district most closely equivalent to the existing or most recent zoning classification assigned under the jurisdiction of McLean County, Illinois, in compliance with § 44-201 [Establishment of districts].¹⁰

§ 8.5-206. **[Ch. 8.5, Sec. 206] Fees to be paid as a condition of annexation to the City.**

- A. As a condition of annexing property into the corporate limits of the City of Bloomington, property shall be subject to the fees as set forth in the Schedule of Fees, unless such fees are waived or modified by annexation agreement.
- B. The fees constitute the City's estimation of services rendered by the City of Bloomington for newly annexed property. The fees are calculated on a per lot basis for Single-Family, Mixed Residence, and Downtown Neighborhood Residence District lots, and on a square foot basis for other Residential and all Commercial District lots. Parcels submitted as Planned Unit Developments shall also be calculated on a square foot basis. Lots zoned as a Public Interest District shall not be subject to the annexation fees established in this section, unless said property is sold or long-term leased by the owner, in which case annexation fees shall be paid on a square footage basis at the time of the execution of such sale or lease.
- C. In calculating the area subject to annexation fees, areas to be used for required landscaping or retention/detention basins shall not be used in such calculation.

ARTICLE III - Water Service Agreements

§ 8.5-301. **[Ch. 8.5, Sec. 302] Application.**

All agreements whereby the City of Bloomington agrees to furnish water to unincorporated properties located outside the corporate limits of the City of Bloomington entered into after the date of this ordinance, shall be subject to the requirements of this chapter.

¹⁰ Editor's Note: See 65 ILCS 5/7-1-47



**PLANNING COMMISSION - REGULAR SESSION
WEDNESDAY, JANUARY 8, 2025, 4:00 PM**

The Planning Commission convened in regular session at 4:01 PM, January 8, 2025. Chair Justin Boyd called the meeting to order.

Roll Call

Attendee Name	Title	Status
Anna Sochotsky	Commissioner	Present (4:02 PM)
Jackie Beyer	Commission Vice Chair	Present
Goverdhan Galpalli	Commissioner	Present
Justin Boyd	Commission Chair	Present
Mary Ann Cullen	Commissioner	Present
David Lewis	Commissioner	Present
Thomas Krieger	Commissioner	Present
William Peradotti	Commissioner	Present
Mark Muehleck	Commissioner	Absent
Brady Sant Amour	Commissioner	Absent

Public Comment

No public comment was provided.

Consent Agenda

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

Commissioner Lewis made a motion, seconded by Commissioner Cullen, to approve the consent agenda as presented.

AYES: Boyd; Lewis; Krieger; Peradotti; Beyer; Galpalli; Sochotsky; Cullen

Motion carried (viva voce).

Item 4.A. Consideration and action to approve the Minutes of the October 2, 2024, regular meeting of the Bloomington Planning Commission.

Item 4.B. Consideration and action to approve the Minutes of the December 4, 2024, regular meeting of the Bloomington Planning Commission.

Regular Agenda

The following item was presented:

Item 5.A. Z-14-24 - Public hearing, review, and action on a request initiated by the City of Bloomington, for the approval of text amendments, modification and additions to the Zoning

Code of the City of Bloomington, Illinois (Chapter 44 of the Bloomington City Code, 1960), relating to the creation of translation zoning for annexed properties.

Ms. Pemberton presented the staff report, with recommendation for approval. She explained that the proposed changes to Chapter 44 will be paired with changes to Chapter 8.5 (Annexation) which was written in the 1970s and rarely updated since. The original impetus for review was related to already-developed properties that want/need to annex and continue operating as-is, but currently require a full Agreement and Zoning Map Amendment process to do so. The proposed changes to Chapter 44 set up a chart for “translation zoning” that would be used for automatic zoning classification upon annexation. She noted comparisons and previous cases. She noted R-1 is a little different since the City has three different R-1 districts, so the translation is structured to target the least dense R-1 district that does not create a nonconforming lot.

After the proposed changes take effect, properties that want to annex at the equivalent City zoning to their existing County zoning may do so through a Petition only. This helps the City and Property Owner by reducing the hurdles required to: provide City water and sewer to these properties, increase City property tax base, increase consistency in City limits and service provision, and more. If the current County zoning is not what they would like to annex in as, a Zoning Map Amendment would still be necessary. One other alternate “automatic classification” is also proposed for properties owned by the City or “other units of local government” to be automatically classified to the appropriate (“P”) Public Interest district; if these properties are sold or long term leased it would trigger a zoning map amendment out of the “P” district.

Chair Boyd asked for clarification on the remaining process for adoption. Ms. Pemberton stated the recommendation and both chapter amendments would be placed on the Consent Agenda for Council’s approval, as one item since they are integrally related.

Chair Boyd opened the public hearing.

No testimony was received.

Chair Boyd closed the public hearing.

Vice Chair Beyer stated she supported the amendments and appreciates the reduction in procedural effort to achieve the same outcome.

Commission Vice Chair Beyer made a motion, seconded by Commissioner Krieger, to establish findings of fact that the proposed text amendments meet the standards and objectives for which the Code is designed and are in the public interest, and to recommend that City Council approve the proposed text amendments, as presented.

Chair Boyd directed the clerk to call roll.

AYES: Boyd; Lewis; Krieger; Peradotti; Beyer; Galpalli; Sochotsky; Cullen

Motion passed.



CONSENT AGENDA ITEM NO. 8.P.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Ordinance Annexing Property Commonly Known as 1706 Morrissey Drive, Containing 34.4 Acres, More or Less, and Approving a Zoning Map Amendment for Said Property to the P-2 (Public Lands and Institutions) District (PIN: 21-15-226-017), as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Annexation of this wholly bounded, City-owned, parcel of land will facilitate the development of the new Public Works campus.

Summary of Request:

- Upon annexation, the zoning shall be P-2 (Public Lands and Institutions) District.
- As a contiguous property, annexing in compliance with Section 44-201 of the City Code, no Annexation Agreement is required.
- No public hearings are required for this action.
- No annexation fees are required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of this action was provided, by Certified Mail, to the following parties on December 10, 2024: Bloomington Township Fire Protection District, McLean County Unit 5 School District, Heartland Community College District 540, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, and Bloomington-Normal Water Reclamation District.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 3B Ordinance](#)
[DSD 3C Ordinance Exhibit A - Legal Description](#)
[DSD 3D Ordinance Exhibit B - Annexation Plat](#)

ORDINANCE NO. 2025 - _____

AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS 1706 MORRISSEY DRIVE, CONTAINING 34.4 ACRES, MORE OR LESS, AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE P-2 (PUBLIC LANDS AND INSTITUTIONS) DISTRICT (PIN: 21-15-226-017)

WHEREAS, the City of Bloomington, McLean County, Illinois (City), is a home-rule unit of local government with the power to exercise any power and perform any function pertaining to its government affairs, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the City is the owner in fee simple of property commonly known as 1706 Morrissey Drive (Property), consisting of 34.4 acres, more or less, legally described on Exhibit A, attached hereto and incorporated herein by this reference, and depicted on the Annexation Plat prepared by Brent Bazan, Illinois Professional Land Surveyor No. 3715 of Farnsworth Group, on October 17, 2024, labeled Exhibit B; and

WHEREAS, the Property is uninhabited, unincorporated, contiguous to the City and wholly surrounded by property already incorporated into the City; and

WHEREAS, Section 7-1-9 of the Illinois Municipal Code (65 ILCS 5/7-1-9) provides that whenever any contiguous, uninhabited, unincorporated territory is owned by a municipality, that territory may be annexed by the municipality by passage of an ordinance to that effect, describing the territory to be annexed; and

WHEREAS, the City has provided the notices required by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5-7-1-1) to the appropriate parties and units of local government and has submitted an Affidavit of proof thereof; and

WHEREAS, the County zoning classification for the Property is M-2 (General Manufacturing) District; and

WHEREAS, Section 44-201 of the Bloomington City Code provides that land annexed to the City that is owned by units of local government may be automatically classified to Public Interest Districts, as zoning upon annexation; and

WHEREAS, it is in the public interest that the Property be zoned P-2 (Public Lands and Institutions) District; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Annexation and Zoning Map Amendment.

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

SECTION 1. That the above recitals are incorporated herein as if specifically stated in full.

SECTION 2. That the Property located at 1706 Morrissey Drive, legally described on Exhibit A and depicted on Exhibit B, is hereby annexed into the City of Bloomington.

SECTION 3. That a Zoning Map Amendment from (County) M-2 (General Manufacturing) District to (City) P-2 (Public Lands and Institutions) District, for the subject Property, is hereby approved.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. 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 7. This Ordinance shall be effective on January 20, 2025, after its having been passed and approved.

PASSED this 13th day of January 2025.

APPROVED this _____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

Address: 1706 Morrissey Drive

PIN: 21-15-226-017

ANNEXATION
MORRISSEY HAMILTON SUBDIVISION
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation on the Bloomington Township Fire Protection District, McLean County Unit District No. 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, Bloomington-Normal Water Reclamation District, and Heartland Community College District 540 by placing the Notices in an envelope addressed and with postage fully prepaid; depositing the Notices in envelopes in the United States Post Office at Bloomington, Illinois, at or about 12:30p on December 10, 2024, and the Notices were sent certified mail, return receipt requested.

True and correct copies of the Notices are attached hereto and incorporated as Exhibit "A". The notices were sent to the mailing list attached hereto and incorporated as Exhibit "B".

Alissa Pemberton
Alissa Pemberton, City Planner

Subscribed and sworn to before me this
10 of December, 2024.

Trudy Ann Heafer
Notary Public



EXHIBIT A

UPDATED NOTICE

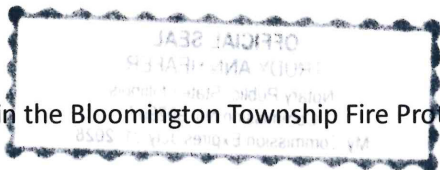
TO: Chief of Bloomington Township Fire Protection District
President of Bloomington Township Fire Protection District
Trustees of Bloomington Township Fire Protection District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

PIN: 21-15-226-017



This property is or may be in the Bloomington Township Fire Protection District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

The proposed Annexation appears on the agenda of the Bloomington City Council on December 9, 2024, January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated December 9, 2024.

By: _____

Alissa Pemberton

Alissa Pemberton, City Planner

on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:
Alissa Pemberton, City Planner
Development Services Department
115 E. Washington St., Ste. 201
Bloomington, IL 61701
(309) 434-2226
planning@cityblm.org

UPDATED NOTICE

TO: Superintendent of McLean County Unit District No. 5 School District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

PIN: 21-15-226-017

This property is or may be in the McLean County Unit 5 School District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

The proposed Annexation appears on the agenda of the Bloomington City Council on December 9, 2024, January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated December 9, 2024.

By: Alissa Pemberton
Alissa Pemberton, City Planner
on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:
Alissa Pemberton, City Planner
Development Services Department
115 E. Washington St., Ste. 201
Bloomington, IL 61701
(309) 434-2226
planning@cityblm.org

UPDATED NOTICE

TO: President of Golden Prairie Public Library District
 Vice President of Golden Prairie Public Library District
 Secretary/Treasurer of Golden Prairie Public Library District
 Trustees of Golden Prairie Public Library District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

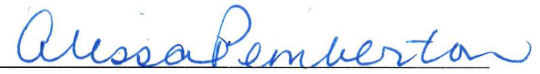
PIN: 21-15-226-017

This property is or may be in the Golden Prairie Public Library District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

The proposed Annexation appears on the agenda of the Bloomington City Council on ~~December 9, 2024~~, January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated December 9, 2024.

By: 

Alissa Pemberton, City Planner

on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:
 Alissa Pemberton, City Planner
 Development Services Department
 115 E. Washington St., Ste. 201
 Bloomington, IL 61701
 (309) 434-2226
 planning@cityblm.org

UPDATED NOTICE

TO: Trustees of Bloomington Township
 Supervisor of Bloomington Township
 Clerk of Bloomington Township

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

PIN: 21-15-226-017

This property is or may be in the Bloomington Township.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

The proposed Annexation appears on the agenda of the Bloomington City Council on December 9, 2024, January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated December 9, 2024.

By: Alissa Pemberton
 Alissa Pemberton, City Planner
 on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:
 Alissa Pemberton, City Planner
 Development Services Department
 115 E. Washington St., Ste. 201
 Bloomington, IL 61701
 (309) 434-2226
 planning@cityblm.org

UPDATED NOTICE

TO: Commissioner of Bloomington Township Highway Commission

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

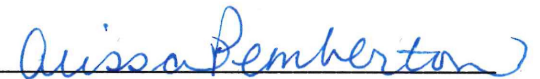
PIN: 21-15-226-017

This property is or may be in the Bloomington Township Highway Commission.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

The proposed Annexation appears on the agenda of the Bloomington City Council on December 9, 2024, January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated December 9, 2024.

By: 

Alissa Pemberton, City Planner

on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:

Alissa Pemberton, City Planner
Development Services Department
115 E. Washington St., Ste. 201
Bloomington, IL 61701
(309) 434-2226
planning@cityblm.org

UPDATED NOTICE

TO: Executive Director of Bloomington Normal Airport Authority

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

PIN: 21-15-226-017

This property is or may be in the Bloomington-Normal Airport Authority.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

The proposed Annexation appears on the agenda of the Bloomington City Council on December 9, 2024, January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated December 9, 2024.

By: Alissa Pemberton
Alissa Pemberton, City Planner
on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:
Alissa Pemberton, City Planner
Development Services Department
115 E. Washington St., Ste. 201
Bloomington, IL 61701
(309) 434-2226
planning@cityblm.org

UPDATED NOTICE

TO: Executive Director of Bloomington-Normal Water Reclamation District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

PIN: 21-15-226-017

This property is or may be in the Bloomington-Normal Water Reclamation District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

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Dated December 9, 2024.

By: 
Alissa Pemberton, City Planner
on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:
Alissa Pemberton, City Planner
Development Services Department
115 E. Washington St., Ste. 201
Bloomington, IL 61701
(309) 434-2226
planning@cityblm.org

UPDATED NOTICE

TO: President of Heartland Community College District 540

RE: Proposed Annexation

PLEASE TAKE NOTICE that a proposed Annexation of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

Legal Description: A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of 88°-10' with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of 108°-04' with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of 162°-12' with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of 196°-54' with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of 182°-11'-30" with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of 70°-28'-30" with the last described course to the Point of Beginning.

PIN: 21-15-226-017

This property is or may be in the Heartland Community College District 540.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on the Annexation.

The proposed Annexation appears on the agenda of the Bloomington City Council on December 9, 2024, January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated December 9, 2024.

By: 

Alissa Pemberton, City Planner
on behalf of property owner, City of Bloomington

Prepared by, and Responses and Inquiries to:

Alissa Pemberton, City Planner
Development Services Department
115 E. Washington St., Ste. 201
Bloomington, IL 61701
(309) 434-2226
planning@cityblm.org

EXHIBIT B
MAILING LIST

Bloomington Township Fire Protection District

Tom Willan, Chief
14880 Old Colonial Rd
Bloomington, IL 61705

David Owens, President
14880 Old Colonial Rd
Bloomington, IL 61705

Dale Herring, Trustee
14880 Old Colonial Rd
Bloomington, IL 61705

McLean County Unit District No. 5 School District

Kristen Kendrick- Weikle, Superintendent
1809 W. Hovey
Normal, IL 61761

Golden Prairie Public Library District

Ary Anderson, President
205 E. Olive Street
Bloomington, IL 61701

Jim Russell, Vice President
205 E. Olive Street
Bloomington, IL 61701

Kathy Vroman, Secretary/Treasurer
205 E. Olive Street
Bloomington, IL 61701

Patti Salch, Trustee
205 E. Olive Street
Bloomington, IL 61701

Ruth Novosad, Trustee
205 E. Olive Street
Bloomington, IL 61701

Stephanie Walden, Trustee
205 E. Olive Street
Bloomington, IL 61701

Stephen Peterson, Trustee
205 E. Olive Street
Bloomington, IL 61701

Bloomington Township

David Mier, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Gary Pearl, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Mark Yontz, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Christopher Witte, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Jennifer Capodice, Supervisor
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Jennifer Vericella, Clerk
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Bloomington Township Highway Commissioner

Rodney Boester, Highway Commissioner
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Bloomington-Normal Airport Authority

Carl Olson, Executive Director
Bloomington-Normal Airport Authority
3201 CIRA Drive, Suite 200

Bloomington, IL 61704

Bloomington-Normal Water Reclamation District

Tim Ervin, Executive Director
Bloomington-Normal Water Reclamation District
2015 W. Oakland Avenue
Bloomington, IL 61701

Heartland Community College District 540

Dr. Keith Cornille, President
1500 West Raab Road
Normal, Illinois 61761



CONSENT AGENDA ITEM NO. 8.Q.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of Morrissey Hamilton Subdivision, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will move forward with a Final Plat for the Morrissey Hamilton Subdivision, which consists of one lot of record and is located northeast of the intersection of Morrissey Drive (US 150) and Hamilton Road.

The property consists of existing Parcel Identification Numbers (PINs) 21-15-226-017 (Tract 1) and 21-15-277-001 (Tract 2). The majority of the subject property was used as a commercial horticulture nursery, with the exception of farmland on the east side of the property, northwest of Mercer Avenue and Hamilton Road. The parcels are within the corporate limits of the City of Bloomington (Tract 1 annexed January 13, 2025, and Tract 2 annexed May 13, 1991) and are zoned P-2 (Public Lands and Institutions) District.

The Final Plat includes dedication of right of way for the existing public street, Hamilton Road, located at the Northeast corner of Morrissey Drive and Hamilton Road.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: City of Bloomington paid all survey and plat costs. Tap-on fees are not required.

Respectfully submitted for consideration.

Prepared by: Jonathan Kothe, Civil Engineer I

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Ordinance Exhibit A - Legal Description](#)

[DOES 2D Ordinance Exhibit B - Final Plat](#)

DOES 2E County Clerk's Certificate
DOES 2F Owner's Certificate
DOES 2G School District Certificate
DOES 2H Final Plat Map
DOES 2I Drainage Statement

ORDINANCE NO. 2025 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF
MORRISSEY HAMILTON SUBDIVISION**

WHEREAS, the City of Bloomington, McLean County, Illinois (CITY), is a home-rule unit of local government with the power to exercise any power and perform any function pertaining to its government affairs, including the power to subdivide land, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, CITY is the owner of the property legally described in Exhibit A, attached hereto and incorporated herein by this reference, and depicted in Exhibit B; and

WHEREAS, City staff requests City Council approval of the Final Plat, dated October 18, 2024, depicted in Exhibit B, (Final Plat); and

WHEREAS, public improvements and infrastructure already exist on the subject property, and approval of the Final Plat will not require additional public improvements at the property; and

WHEREAS, the requested Final Plat qualifies for the expedited Final Plat procedure set forth in Section 24-305F of the City Code.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Final Plat of Morrissey Hamilton Subdivision dated October 18, 2024, 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 January 20, 2025, after its approval and publication as required by law.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

Exhibit A

LEGAL DESCRIPTION

Tract 1:

A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a point on the East Line of the Northeast Quarter of Section 15, said point being 886.4 feet South of the stone which marks the Northeast Corner of said Section 15. From said Point of Beginning, thence South 880.10 feet along the East Line of said Northeast Quarter; thence west 1612.40 feet along a line which forms an angle to the left of $88^{\circ}-10'$ with the last described course to the East Right-of-Way Line of S.B.I Route 39 (marked U.S. Route 150); thence northwest 271.40 feet along said East Right-of-Way Line which forms an angle to the left of $108^{\circ}-04'$ with the last described course; thence north 181.1 feet along said East Right-of-Way Line which forms an angle to the left of $162^{\circ}-12'$ with the last described course; thence northwest 100 feet along said East Right-of-Way Line which forms an angle to the left of $196^{\circ}-54'$ with the last described course; thence northwest 370.94 feet along said East Right-of-Way Line which forms an angle to the left of $182^{\circ}-11'-30''$ with the last described course; thence east 1821.60 feet along a line which forms an angle to the left of $70^{\circ}-28'-30''$ with the last described course to the Point of Beginning;

Excepting therefrom a tract of land conveyed to the People of the State of Illinois, Department of Transportation by Trustee's Deed recorded June 11, 1991 as Document No. 91-10927.

PIN 21-15-226-017

Tract 2:

A part of the Northeast Quarter of Section 15, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing at the Northeast Corner of said Section 15; thence $S03^{\circ}-55'-37''E$ 1766.54 feet on the East Line of the Northeast Quarter of said Section 15 to the Point of Beginning on the North Line of Hamilton Road recorded as Document No. 91-16634 in the McLean County Recorder of Deeds Office; thence $S88^{\circ}-32'-37''W$ 143.35 feet on said Right-of-Way Line; thence $S87^{\circ}-53'-15''W$ 431.88 feet on said Right-of-Way Line; thence southwesterly on said Right-of-Way Line 223.60 feet on a tangential curve concave to the northwest having a central angle of $01^{\circ}-42'-43''$, a radius of 7482.93 feet and a chord of 223.59 feet bearing $S88^{\circ}-44'-36''W$ from the last described course; thence $N87^{\circ}-53'-09'E$ 798.73 feet to the Point of Beginning, containing 0.05 acre, more or less, with assumed bearings given for description purposes only.

PIN 21-15-277-001

Tract 2 is also commonly known as Outlot B in State Farm South Subdivision First Addition.

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 19 day of December 2024, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate.



County Clerk, McLean County, Illinois

PIN: 21-15-226-017 and 21-15-277-001

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of "MORRISSEY HAMILTON SUBDIVISION" in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "MORRISSEY HAMILTON SUBDIVISION" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by BRENT A. BAZAN, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 26th day of November, 2024.

Moore K. Lamborn
City of Bloomington, McLean County,
Illinois by its Mayor

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Corinna Strawn, a Notary Public in and for the county and State aforesaid, do hereby certify that Mooka Mwilambwe personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 26th day of November, 2024.

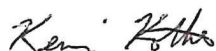
Corinna Strawn
Notary Public

My commission expires October 20, 2026.



DRAINAGE STATEMENT

I, STEVEN J. LAW, a professional engineer duly licensed under the laws of the State of Illinois, and MBOKA MILWAMBE, Mayor of the CITY OF BLOOMINGTON, IL, the owner of the premises heretofore platted by BRENT A. BAZAN, Professional Land Surveyor No. 3715, to be and become "MORISSEY HAMILTON SUBDIVISION" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.



KEVIN KOTHE

Registered Professional Engineer # 062048373



MBOKA MILWAMBE, Mayor
CITY OF BLOOMINGTON, IL

Morrissey Hamilton Subdivision



Date: 11/15/2024

Parcels



Morrissey Hamilton
Subdivision

US-150 / Morrissey Dr

Mercer Ave

Hamilton Rd

SCHOOL DISTRICT CERTIFICATE

This is to certify that I, MBOKA MILWAMBE, Mayor of the CITY OF BLOOMINGTON, on behalf of said City, the Owner of the property herein described in the Surveyor's Certificate, which will be known as MORRISSEY HAMILTON SUBDIVISION, certify that to the best of my knowledge, the property is located within the boundaries of McLean County Unit District No. 5 in McLean County, Illinois.

Dated this 26th day of November, 2024.



Owner/Developer



CONSENT AGENDA ITEM NO. 8.R.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Bloomington City Code Updating Chapter 2 Regarding Engineering and City Operations, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: Currently, the Department of Operations and Engineering Services ("DOES") is comprised of the Fleet, Facilities, and Engineering Divisions and are housed in the Operations Building. Administration is proposing to reorganize DOES by creating the Engineering Department and relocating the Fleet and Facilities Divisions to the Public Works Department. The Engineering Department will then have the City Engineer as the department head in a strategic decision to enhance efficiency, streamline operations, and improve communication. By placing the City Engineer at the helm, it aligns leadership with technical expertise, fostering better coordination between planning, design, and construction efforts. It also eliminates a position with the intent of continuing process improvements to make the department more streamlined and efficient. If approved, we will also relocate several support staff that are already funded by the Water Department to Division St. to provide for more direct oversight of water operations.

Moving the Fleet and Facilities Departments to Public Works ensures that facility maintenance, vehicle maintenance, and management thereof can potentially lead to cost savings, improved resource utilization, and smoother workflows, especially in light of their eventual joint relocation to the new Public Works Campus. This reorganization promotes a more cohesive and collaborative environment across departments, ensuring that city services are delivered effectively and efficiently.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, this will result in a position being eliminated from the Engineering Department which is within the General Fund. The position is currently included in the FY 2025 Budget and, if approved, the reduction will be included in the FY 2026 Proposed Budget.

Respectfully submitted for consideration.

Prepared by: Sue McLaughlin, Deputy City Manager

ATTACHMENTS:

[ADM 3B Ordinance](#)

[ADM 3C Engineering Department Org Chart](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE
UPDATING CHAPTER 2 REGARDING ENGINEERING AND CITY OPERATIONS

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS: (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 2, shall be amended by amending Section 2-301 [Ch 2, Section 29] to read as follows:

§ 2-301[Ch. 2, Sec. 29] Departments enumerated.

In addition to the Office of the City Manager, the administrative service of the City shall be organized into the following departments which are hereby established:

Arts & Entertainment Department
~~Economic & Community Development~~
Development Services Department
Community Impact & Enhancement Department
Finance Department
Fire Department
Human Resource Department
Legal Department
~~Operations & Engineering~~ Department Services
Parks & Recreation Department
Police Department
Public Works Department
Water Department

SECTION 2. That Bloomington City Code Chapter 2, shall be amended by replacing Section 2-334 [Ch 2, Section 57] in its entirety to read as follows:

§ 2-334. Engineering Department

- A. Establishment. There is hereby created the Engineering Department for the City. This department shall consist of the Director of Engineering, the City Engineer, and may also include project managers, analysts, and such other officers and employees as may be provided by the Council. At the discretion of the City Manager, the Director of Engineering may also serve as the City Engineer.
- B. Director of Engineering. There is hereby created the Office of Director of Engineering, who shall be appointed by the City Manager as provided by law. In the event of a vacancy or until a Director is appointed, the City Manager, or a representative named by the City Manager, shall serve as

the Acting Director of Engineering until this office is filled. The Director shall have control and supervision over all officers and employees assigned to this department, and may also serve as the City Engineer, subject to the control and discretion of the City Manager.

C. Functions. The Engineering Department shall serve as a supporting department to other City departments and shall assist said departments in completing their work as directed by the City Manager, or designated Deputy City Manager. In addition to other functions directed by the City Manager, or designated Deputy City Manager, the Department shall also provide the following services:

- (1) Design or approve the design, permit and provide construction supervision of all public improvements located on the public right-of-way or in easements unless provided for by another department.
- (2) Review all proposed plans for the subdivision of land for conformance to the Subdivision Code and make recommendations to the City Manager.
- (3) Review and approve site plans for conformance with City Code and another applicable standards and best management practices.
- (4) Retain records concerning all public improvements.
- (5) Provide engineering services to other City departments.
- (6) Issue excavation/utility permits, erosion control permits, curb cut permits, and traffic control permits as applicable for all work in the City's jurisdiction.
- (7) Maintain the official record of the City limits.
- (8) Assist with the long-term planning for the City's infrastructure, including roads, bridges, utilities, drainage systems, and public transportation.
- (9) Design various public works projects, ensuring that they meet safety, environmental, and regulatory standards.
- (10) Assign all addresses.

(11) Oversee and administer floodplain regulations.

(12) The City Traffic Engineer shall oversee the planning and installation of all traffic control devices in compliance with applicable laws and standards.

D. Bond; oath. Before entering upon the duties of his office, the director shall take the oath prescribed by law for all City officers and shall execute and deliver a bond payable to the City in the penal sum of \$5,000 with sureties to be approved by the Council conditioned upon the faithful performance of the duties of his office.

SECTION 3. That Bloomington City Code Chapter 2, shall be amended by amending Section 2-333 [Ch 2, Section 56] to replace its current subsection D and replacing it with a new subsection D, E, and F as follows:

D. Fleet. Unless another supervisor is designated in writing by the City Manager, the Public Works Department, through the supervision of its Director, shall have charge of and supervision over the City's Fleet Division, which shall be responsible to:

(1) Acquire new vehicles and equipment needed by different City departments. This involves conducting research, evaluating specifications, obtaining bids or quotes via the City's procurement process, and ensuring that the vehicles meet safety and environmental standards.

(2) Maintain and repair the City's vehicles and equipment. This includes scheduled preventive maintenance, unscheduled repairs, diagnostics, and servicing to ensure that vehicles are in optimal working condition.

(3) Manage an inventory of spare parts and supplies needed for vehicle repairs and maintenance. This includes to track stock levels, reorder supplies, and ensure that the right parts are available when needed to minimize downtime.

(4) Monitor fuel consumption, track fuel expenses, and implement fuel-efficient practices.

(5) Analyze data to identify trends, make informed decisions about replacements and upgrades, and optimize overall fleet operations.

(6) Plan for the replacement and disposal of vehicles and equipment based on factors like age, mileage, maintenance history, and budget considerations.

(7) Review environmentally friendly practices, such as incorporating hybrid or electric vehicles into the fleet, implementing eco-driving techniques, and exploring sustainable fuel options.

E. Facilities. Unless another supervisor is designated in writing by the City Manager, the Public Works Department, through the supervision of its Director, shall have charge of and supervision over the City's Facilities Division, which shall be responsible for:

- (1) The day-to-day management of City-owned properties and buildings. This involves ensuring these properties are properly maintained, secure, and functional.
- (2) Overseeing routine maintenance and repairs of buildings, structures, and other facilities. This includes tasks such as HVAC maintenance, plumbing repairs, electrical work, painting, carpentry, and general upkeep to ensure the safety, functionality, and aesthetics of the facilities.
- (3) Assisting with the best utilization of space within City facilities, including to plan layouts, allocate office or workspace to different departments, and ensure that the space is efficient and conducive to the needs of City employees and residents.
- (4) Ensuring that City facilities comply with safety codes, building regulations, and environmental standards.
- (5) Implementing energy-efficient practices and sustainable initiatives within City facilities. This includes installing energy-efficient lighting, HVAC systems, and water-saving fixtures, as well as exploring renewable energy sources and waste reduction strategies.
- (6) Maintaining and suggesting security measures within City properties.
- (7) Working with vendors, contractors, and service providers for various facility-related needs.
- (8) Ensuring that City facilities are accessible and inclusive to all employees and residents, including those with disabilities. This involves complying with accessibility standards and making necessary modifications to accommodate different needs.
- (9) Managing budgets related to facility operations, maintenance, and improvements.

F. Bond; oath. Before entering upon the duties of his office, the director shall take the oath prescribed by law for all City officers and shall execute and deliver a bond payable to the City in the penal sum of \$5,000 with sureties to be approved by the Council conditioned upon the faithful performance of the duties of his office.

SECTION 4. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 5. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 6. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 8. This Ordinance shall take effect after its approval and publication as required by law.

PASSED this 13th day of January, 2025.

APPROVED this _____ day of January, 2025.

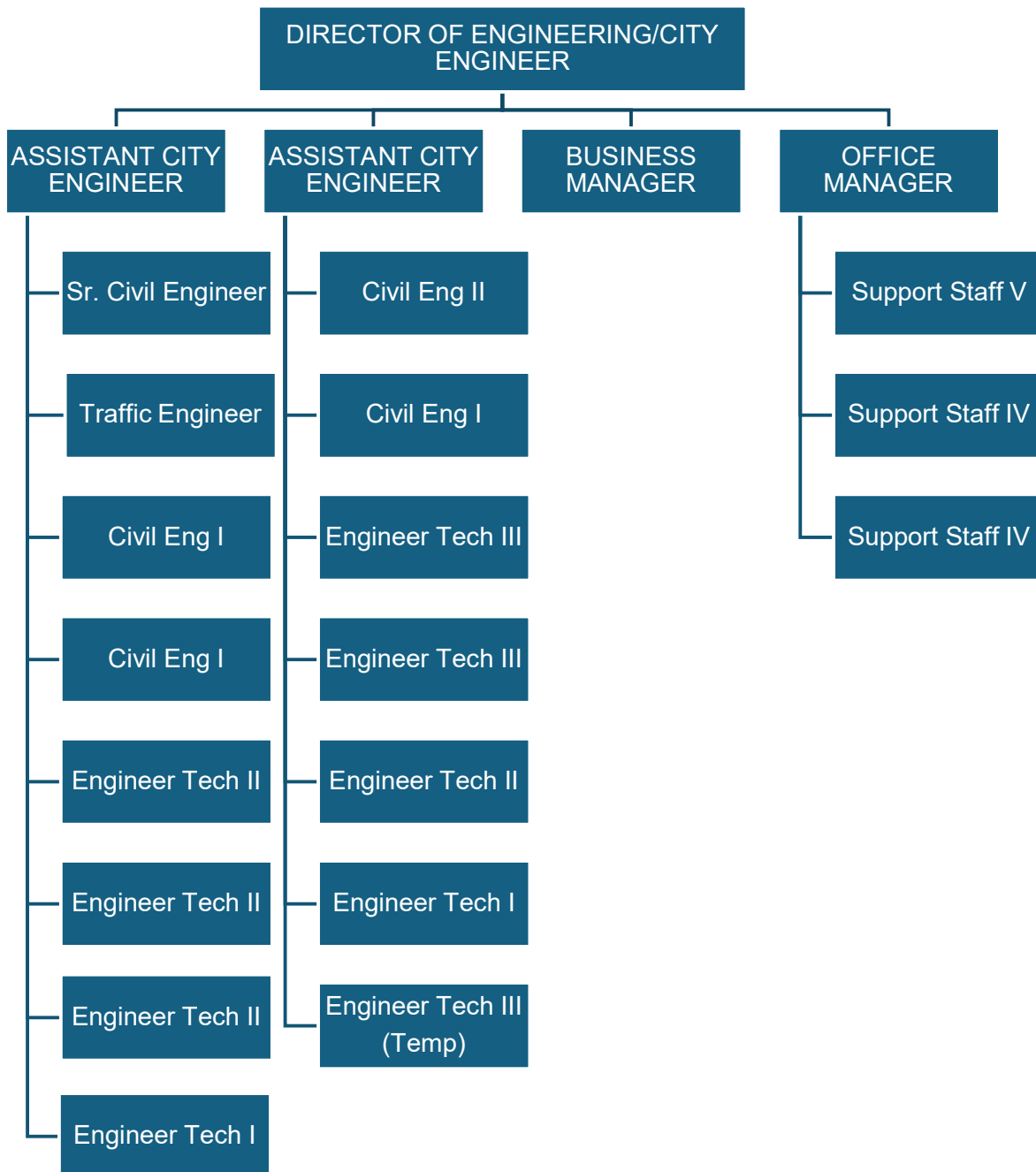
CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

ENGINEERING DEPARTMENT





CONSENT AGENDA ITEM NO. 8.S.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Application from Family Dollar, LLC, d/b/a Family Dollar Store # 21742, located at 1512 W. Market St., Unit 400, Requesting Approval of the Creation of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Family Dollar, LLC (Applicant) is requesting the approval of the creation of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License, which will be located at 1512 W. Market St., Unit 400. The applicant requests the license for the opportunity to provide packaged beer and wine to interested customers.

The Applicant was originally scheduled to appear at the November 12, 2024, Liquor Commission meeting. The Applicant requested the Item be bumped to the December 10, 2024 Liquor Commission meeting.

After a Public Hearing on December 10, 2024, Liquor Commissioner, Lindsey Meister, positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on November 3, 2024, in *The Pantagraph* for the November 12, 2024 Liquor Commission meeting. 30 notices were mailed to properties within 500 ft. of the applicant's property. Public Notice was given at the November 12th meeting that the Applicant would appear before the Commission on December 10, 2024 meeting.

FINANCIAL IMPACT: The current annual license fee for a Class PBS Liquor License is \$1,600 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Application_Family Dollar #21742](#)

[CLK 3C Draft Minutes_Family Dollar #21742](#)

01/03/2025

City Clerk Requirement Verification Memo

To: City Council Review

Re: Family Dollar, LLC d/b/a Family Dollar #21742

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL

Current Ownership

- Family Dollar, LLC (100%)
 - Peter Allan Barnett, President
 - Todd Burgess Littler, Senior Vice President
 - John Summerfield Mitchell Jr., Vice President and Secretary
 - Jonathan Lamar Elder, Vice President – Tax
 - Harry Rashad Spencer, Asst. Secretary

Items Due Before License Issuance

- Health Dept. Inspection
- BASSET Certified Employee List
- Bond
- Insurance
- ECD Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Family Dollar, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Family Dollar #21742
Legal Entity Address <i>(including City, State, and Zip)</i>	
Legal Entity Phone Number	
Legal Entity Email Address	
Establishment Address including Zip	1512 W Market Street, Bloomington, IL 61701
Establishment Phone Number	757-321-5000
Establishment Email Address	ab-licensing@dollartree.com
*Email Address for <u>ALL</u> City Communications:	

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Charisma Parker	Atlanta	GA	30339
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Latasha Mayberry	Bloomington	IL	61704
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Same as Legal Entity's Agent			
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ Sole Proprietorship
☒ Limited Liability Company (LLC)
A copy of the Articles of Organization must be attached.

☐ Partnership (Date of Formation: _____)
☐ Corporation (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
 5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
 If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Retail/ Grocery
- What class of liquor license is being sought? (See descriptions beginning on page 1.) PB
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
Established Family Dollar looking to add low content beer and wine to the business
- If approved, how would the liquor license benefit the City and its residents? _____
Safe and secure offering of beer and wine in an already established store
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
- ☐ Yes ☒ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Retail and Grocery sales
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8:00 am	10:00 pm
Tuesday:	8:00 am	10:00 pm
Wednesday:	8:00 am	10:00 pm
Thursday:	8:00 am	10:00 pm
Friday:	8:00 am	10:00 pm
Saturday:	8:00 am	10:00 pm
Sunday:	8:00 am	10:00 pm

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8:00 am - 5:00 pm
 - Is the area predominately residential, are they single or multi-family homes?
N/A
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Brown Street is a two lane road, W. Market Street is a four lane highway with a center turning lane,
- How much additional traffic is expected to be generated with a liquor license?
I do not see a major influx in traffic as this is an established store
- Describe any and all on- and off-street parking:
N/A
- How many establishments with liquor licenses are located within 500 ft. of the establishment? N/A

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: Family Dollar, LLC holds many liquor licenses in the state of IL.
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Latasha Mayberry

Store Manager

Name (Please Print)

Title

8/26/2024

Signature

Date

Commissioner Meister asked if all employees would be BASSET trained. Mr. Anderson stated they were in the process of hiring but as individuals were brought on, they would be trained. He stated that the General Manager and Asst. Managers were all trained.

Asst. Corporation Counsel George Boyle asked if the license included all types of alcohol. Mr. Anderson stated it would.

Jaymin Moore, General Manager of QuikTrip #7193, after being sworn, addressed the Commission.

Asst. Corporation Counsel Boyle asked Mr. Moore if he had previous experience managing a similar establishment. Mr. Moore stated he did and that he started in 2020.

Asst. Corporation Counsel George Boyle asked if Mr. Moore was local to Bloomington-Normal. Mr. Moore stated he was originally from Tulsa, Oklahoma, but that he now lived in the area for over a month.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:11 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Family Dollar, LLC, d/b/a Family Dollar Store # 21742, located at 1512 W. Market St., Unit 400, Requesting Approval of the Creation of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:12 p.m.

Jonathan Crumley, National Consultant for Family Dollar (Applicant), after being sworn, addressed the Commission. He stated Family Dollar was requesting a beer and wine only off-premises liquor license including Sunday sales as part of a national effort. He stated they currently sold alcohol in approximately 22 stores in Illinois, with the District Manager of this location in charge of 12 of those. He stated they were small box retail that did not sell discounted liquor or alcohol. Mr. Crumley stated beer and wine were normal grocery store items.

Commissioner Meister asked if the District Manager was located in Bloomington. Mr. Crumley stated she was not but was within a hour drive.

Commissioner Meister asked what the store hours were. Mr. Crumley stated they were 8:00 a.m. to 10:00 p.m. seven days a week.

Commissioner Meister asked if staff that would sell alcohol would receive BASSET training. He stated that staff would be trained before the first sale of alcohol but believed only the District Manager qualified currently.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:14 p.m.

Commissioner Meister positively recommended the Item to Council as presented.



CONSENT AGENDA ITEM NO. 8.T.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Application from QuikTrip Corporation, d/b/a QuikTrip #7193, located at 2202 W. Market St., Requesting Approval for the Creation of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: QuikTrip Corporation (Applicant), located at 2202 W. Market St., is requesting approval for the creation of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) liquor license.

Ownership: Cadieux Family Holdings, LLC, 51.84%; Remaining 40.22% ownership held by various employees, either individually or through an employee retirement plan. No individual holding more than 5% exists in this portion of ownership.

After a Public Hearing on December 10, 2024, Liquor Commissioner, Lindsey Meister, positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on December 3, 2024, in *The Pantagraph*. 7 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class GPAS Liquor License is \$1,900 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

CLK 4B Application_QuickTrip Corporation
CLK 4C Draft Minutes_QuikTrip Corporation

01/06/2025

City Clerk Requirement Verification Memo

To: City Council Review

Re: QuikTrip Corporation d/b/a QuikTrip #7193

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Incorporation
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- ECD Inspection Completed
- Health Department Inspection Completed

Current Ownership

- QuikTrip Corporation (100%)
 - ^ 51.84% Cadieux Family Holdings, LLC
 - ^ 40.22% Held by various employees, either individually or through an employee retirement plan. No individual holding more than 5% exists in this portion of ownership.

Items Due Before License Issuance

- BASSET Certified Employee List

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	QuikTrip Corporation
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	QuikTrip #7193
Legal Entity Address <i>(including City, State, and Zip)</i>	
Legal Entity Phone Number	
Legal Entity Email Address	licensing@quiktrip.com
Establishment Address including Zip	2202 W Market St., Bloomington, IL 61705
Establishment Phone Number	918-615-7700
Establishment Email Address	licensing@quiktrip.com
*Email Address for <u>ALL</u> City Communications:	licensing@quiktrip.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Rob Anderson	Wheaton	IL	60189
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Jamin Moore	Goodlettsville	TN	37072
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Same as GM JAMIN MOORE	BLOOMINGTON	IL	61704
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes ☒ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☐ Yes ☒ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Convenience Store w Motor Fuel Sales
- What class of liquor license is being sought? (See descriptions beginning on page 1.) ~~PA~~ GPAS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
Sale of incidental packaged liquor from convenience store
- If approved, how would the liquor license benefit the City and its residents? _____
Increase in sales tax revenue as well as additional options for residents to purchase items from
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Motor Fuel Sales
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6AM	10PM
Tuesday:	6AM	10PM
Wednesday:	6AM	10PM
Thursday:	6AM	10PM
Friday:	6AM	10PM
Saturday:	6AM	10PM
Sunday:	6AM	10PM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Residential to the west; commercial to the north
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8AM-8PM
 - Is the area predominately residential, are they single or multi-family homes?
Single-Family Homes
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Market St. - 3 lanes each way, approx. 100 ft., across; Bloomington Heights Rd. - 4 lanes total, approx 70 ft. across
- How much additional traffic is expected to be generated with a liquor license? _____
No additional traffic beyond gas station traffic due to liquor license
- Describe any and all on- and off-street parking: _____
no on street parking. approx 60 parking spots for cars and 14 for trucks
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 0

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: See attached list of liquor licensed locations in Illinois
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☒ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Robert Anderson

Attorney

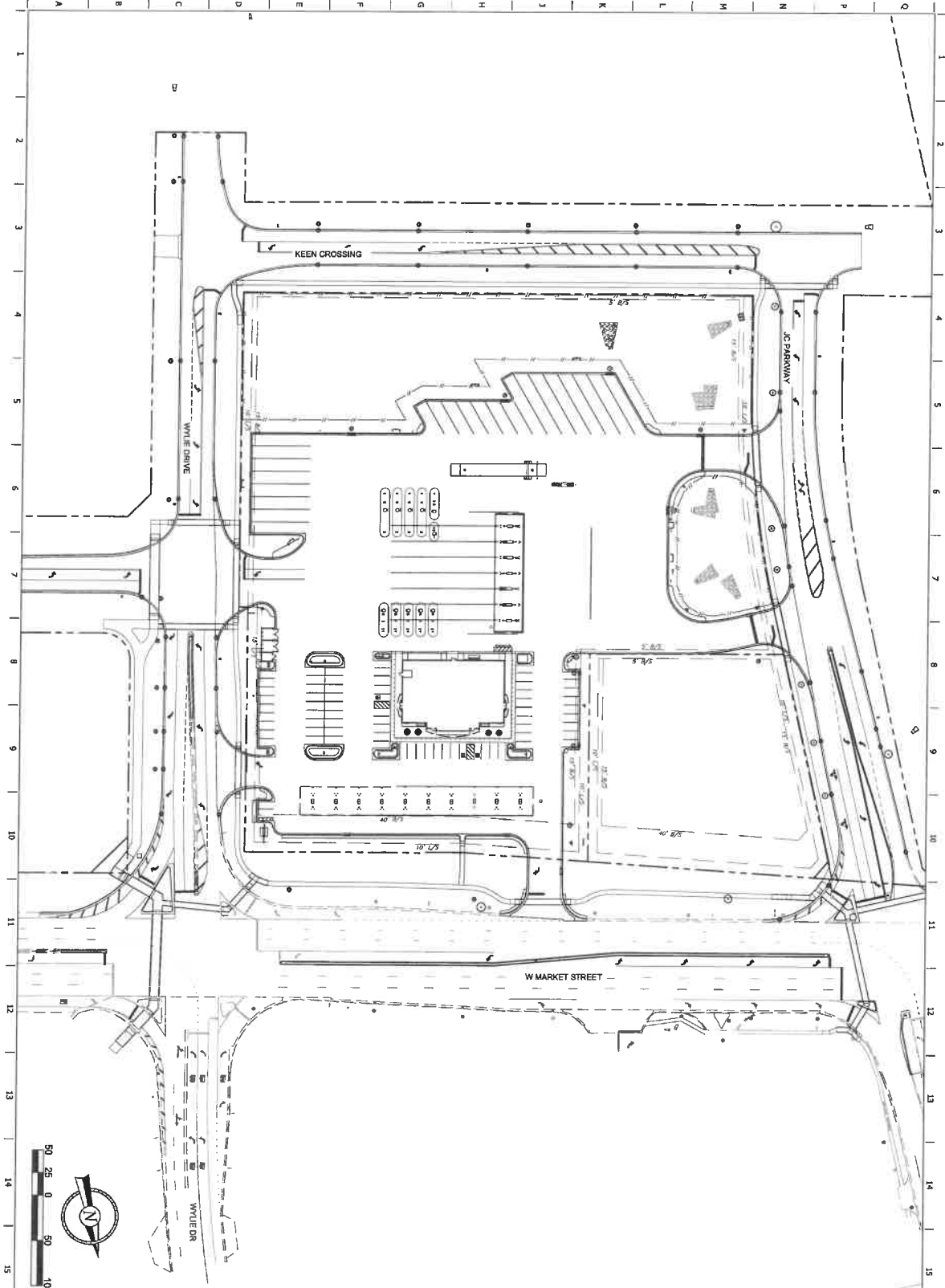
Name (Please Print)

Title

11/04/2024

Signature

Date



C-100

SHEET NUMBER

SITE PLAN

SHEET TITLE

REV	DATE	DESCRIPTION
1	01/10/2023	HSC CIVIL REVISIONS
2	02/14/24	WATER PUMPING MODIFICATIONS
3	03/06/24	FINAL

ORIGINAL ISSUE DATE: 04/17/2023

PROJECT NO.	7193
PROJECT NAME	QUICKTRIP 7193
OWNER	QUICKTRIP
DESIGNER	INDIANAPOLIS DESIGN GROUP
DATE	04/17/2023
BY	JAC
CHECKED BY	JAC
APPROVED BY	JAC



QuikTrip No. 7193

2202 W MARKET STREET
BLOOMINGTON, MCCLENN COUNTY, ILLINOIS 61705

INDIANAPOLIS DESIGN GROUP
1000 N. MARKET STREET
BLOOMINGTON, IL 61705
708.314.0000
708.314.0001





including a new liquor program and elevated food menu. He stated that he and his wife would run the day-to-day operations.

Commissioner Meister asked if Mr. South would be the General Manager and he foresaw any significant changes to the operations. Mr. South stated he would be the General Manager and the changes would include instilling a new food and liquor program as well as interior design changes.

Commissioner Meister asked if the hours of operation would remain the same and if there would be additional staff to be BASSET trained. Mr. South stated he was BASSET trained and that all staff would be required to be BASSET trained.

George Boyle, Asst. Corporation Counsel, asked Mr. South to elaborate on his years of experience in liquor and a restaurant. Mr. South stated he originally brought Rosati's Pizza to Bloomington in 2006 which he owned for eight years. He explained that he then moved to Los Angeles to open up restaurants there and he opened up two pizzerias in Las Vegas. He stated personal reasons to return to Bloomington.

Chris McAllister, Building Official, reminded Mr. South that if he planned to change walls or anything similar that a building permit may be needed and to contact the City.

Asst. Police Chief Paul Williams reminded Mr. South to update his emergency contact information with the Police Department.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:06 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from QuikTrip Corporation, d/b/a QuikTrip #7193, located at 2202 W. Market St., Requesting Approval for the Creation of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:07 p.m.

Rob Anderson, Applicant's Attorney, after being sworn, addressed the Commission. He stated that QuikTrip had dozens of licensed locations in Illinois and many more throughout the United States. He stated they sold packaged goods, to go alcohol, spirits and wine within allowable limits for local ordinances. He stated they sought a license at the new store so that patrons would have the same experience at this location as they would at any other location.

Asst. Police Chief Paul Williams asked what the anticipated open date was. Mr. Anderson stated the anticipated opening date was January 9, 2025. He stated they were aware that, given the City schedule, QuikTrip would not have their liquor license before that date. As such, they would not sell alcohol until after both their local and state liquor licenses were approved.

Asst. Police Chief Paul Williams asked Mr. Anderson to update QuikTrip's emergency contact information with the Police Department.

Commissioner Meister asked what the store hours would be. Mr. Anderson stated the convenience store would be open 24 hours but liquor sales would only be within the allowable hours under Bloomington ordinances.

Commissioner Meister asked if all employees would be BASSET trained. Mr. Anderson stated they were in the process of hiring but as individuals were brought on, they would be trained. He stated that the General Manager and Asst. Managers were all trained.

Asst. Corporation Counsel George Boyle asked if the license included all types of alcohol. Mr. Anderston stated it would.

Jaymin Moore, General Manager of QuikTrip #7193, after being sworn, addressed the Commission.

Asst. Corporation Counsel Boyle asked Mr. Moore if he had previous experience managing a similar establishment. Mr. Moore stated he did and that he started in 2020.

Asst. Corporation Counsel George Boyle asked if Mr. Moore was local to Bloomington-Normal. Mr. Moore stated he was originally from Tulsa, Oklahoma, but that he now lived in the area for over a month.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:11 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Family Dollar, LLC, d/b/a Family Dollar Store # 21742, located at 1512 W. Market St., Unit 400, Requesting Approval of the Creation of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:12 p.m.

Jonathan Crumley, National Consultant for Family Dollar (Applicant), after being sworn, addressed the Commission. He stated Family Dollar was requesting a beer and wine only off-premises liquor license including Sunday sales as part of a national effort. He stated they currently sold alcohol in approximately 22 stores in Illinois, with the District Manager of this location in charge of 12 of those. He stated they were small box retail that did not sell discounted liquor or alcohol. Mr. Crumley stated beer and wine were normal grocery store items.

Commissioner Meister asked if the District Manager was located in Bloomington. Mr. Crumley stated she was not but was within a hour drive.

Commissioner Meister asked what the store hours were. Mr. Crumley stated they were 8:00 a.m. to 10:00 p.m. seven days a week.

Commissioner Meister asked if staff that would sell alcohol would receive BASSET training. He stated that staff would be trained before the first sale of alcohol but believed only the District Manager qualified currently.

Staff had no additional questions.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:14 p.m.

Commissioner Meister positively recommended the Item to Council as presented.



CONSENT AGENDA ITEM NO. 8.U.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Application from GS Partners, Inc., d/b/a Ride the Nine/Shooters Lounge, located at 503 N. Prospect Rd., Suite 300, is Requesting Approval of a Change in Ownership for a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: GS Partners, Inc. (Applicant) is requesting approval of a Change in Ownership for their Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License, to be located at 503 N. Prospect Rd., Suite 300.

Current Ownership: Scott Tuggle, 56%; and Glenn Corkill, 44%

Proposed Ownership: Jay South, 100%

After a Public Hearing on December 10, 2024, Liquor Commissioner, Lindsey Meister, positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on December 3, 2024, in *The Pantagraph*. 143 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS Liquor License is \$3,300 and is recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 5B Application_Ride the Nine/Shooters Lounge](#)

01/06/2025

City Clerk Requirement Verification Memo

To: City Council Review

Re: GS Partners, Inc. d/b/a Ride the Nine/Shooters Lounge

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
- Computer Generated Site/Floor Plan
- Contract for Sale of Stock
- Financial Statement
- Articles of Incorporation
- Proof of DBA Registration
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Health Dept. Inspection Completed

Current Ownership

- GS Partners, Inc. (100%)
 - ^ 56% Scott Tuggle
 - ^ 44% Glen Corkill

Proposed Ownership

- GS Partners, Inc. (100%)
 - ^ 100% Jay South

Items Due Before License Issuance

- BASSET Certified Employee List
- ECD Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	GS Partners Inc.
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Ride The Nine Shooters Lounge
Legal Entity Address <i>(including City, State, and Zip)</i>	503 N. Prospect, Suite 300, Bloomington, IL 61704
Legal Entity Phone Number	
Legal Entity Email Address	southpizza@gmail.com
Establishment Address including Zip	503 N. Prospect, Suite 300, Bloomington, IL 61704
Establishment Phone Number	309-662-1009
Establishment Email Address	southpizza@gmail.com
*Email Address for <u>ALL</u> City Communications:	southpizza@gmail.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Jay South	Bloomington	IL	61704
Phone Number	Email Address		
	southpizza@gmail.com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☒ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☒ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☒ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

APPLICANT
SELECTED
NO BY
MISTAKE



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
 5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
 If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant/Lounge
- What class of liquor license is being sought? (See descriptions beginning on page 1.) XRAXX TAP
APPLICANT TYPED THE INCORRECT CLASSIFICATION BY MISTAKE
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
 See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
 change of ownership - continuing operations of a 30 year establishment holding a current liquor license
- If approved, how would the liquor license benefit the City and its residents? _____
 economic growth; increased tax revenue; cultural enrichment
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? If yes, please explain:
 Live bands
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
 If yes, what sources will such revenue be derived? _____
 Food sales
- If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11:00 AM	1:00 AM
Tuesday:	11:00 AM	1:00 AM
Wednesday:	11:00 AM	1:00 AM
Thursday:	11:00 AM	1:00 AM
Friday:	11:00 AM	2:00 AM
Saturday:	11:00 AM	2:00 AM
Sunday:	11:00 AM	1:00 AM
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
 Commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
 Varies - morning until 1:00 AM
 - Is the area predominately residential, are they single or multi-family homes?
 N/A
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
 Prospect Road (two-way); no street parking
- How much additional traffic is expected to be generated with a liquor license? _____
 No additional traffic expected
- Describe any and all on- and off-street parking: _____
 Large parking lot in front and rear of establishment; no street parking available
- How many establishments with liquor licenses are located within 500 ft. of the establishment? XXX 2



Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☐ Yes ☒ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Jay South

Name (Please Print)

[Redacted Signature]

Signature

Owner/Operator (after change of ownership)

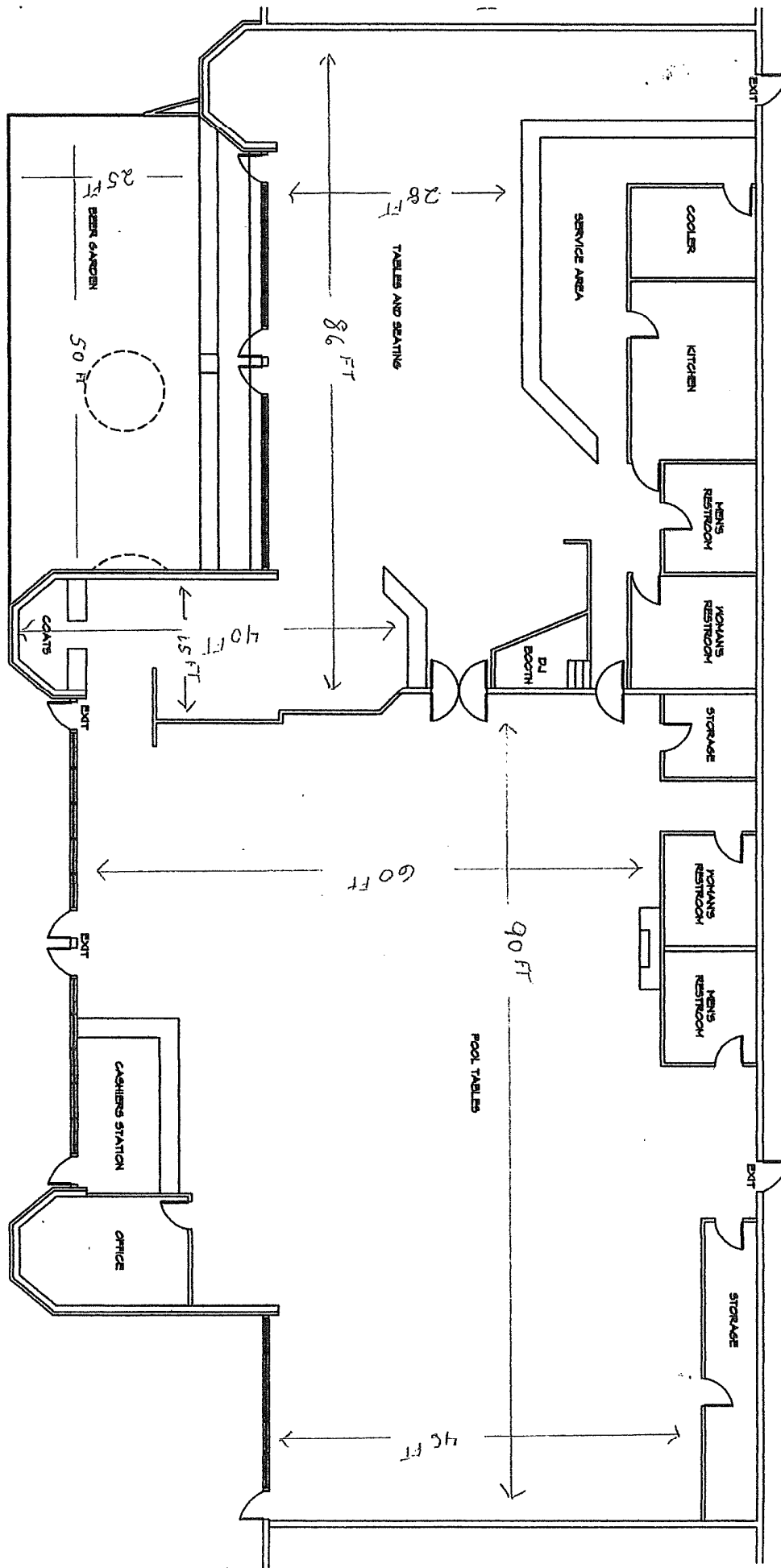
Title

November 4, 2024

Date

RIDE THE NINE

SHOOTERS





MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, DECEMBER 10, 2024, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m., December 10, 2024. Commissioner Meister called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Present
Mboka Mwilambwe	Commissioner	Absent

Staff Advisors

Attendee Name	Title	Status
Amanda Stutsman	Deputy City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Present

Public Comment

No public comment was received.

Consent Agenda

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

Commissioner Meister approved the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the November 12, 2024, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from GS Partners, Inc., d/b/a Ride the Nine/Shooters Lounge, located at 503 N. Prospect Rd., Suite 300, is Requesting Approval of a Change in Ownership for a Class TAPS (Tavern, All Types of Alcohol, Package, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:02 p.m.

Jay South, Proposed Owner (Applicant), after being sworn, addressed the Commission. He stated that he would bring his 32 plus years of experience in the restaurant bar business to this establishment. He and his wife envisioned bringing back a true sports bar to the east side

including a new liquor program and elevated food menu. He stated that he and his wife would run the day-to-day operations.

Commissioner Meister asked if Mr. South would be the General Manager and he foresaw any significant changes to the operations. Mr. South stated he would be the General Manager and the changes would include instilling a new food and liquor program as well as interior design changes.

Commissioner Meister asked if the hours of operation would remain the same and if there would be additional staff to be BASSET trained. Mr. South stated he was BASSET trained and that all staff would be required to be BASSET trained.

George Boyle, Asst. Corporation Counsel, asked Mr. South to elaborate on his years of experience in liquor and a restaurant. Mr. South stated he originally brought Rosati's Pizza to Bloomington in 2006 which he owned for eight years. He explained that he then moved to Los Angeles to open up restaurants there and he opened up two pizzerias in Las Vegas. He stated personal reasons to return to Bloomington.

Chris McAllister, Building Official, reminded Mr. South that if he planned to change walls or anything similar that a building permit may be needed and to contact the City.

Asst. Police Chief Paul Williams reminded Mr. South to update his emergency contact information with the Police Department.

Commissioner Meister asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Meister closed the Public Hearing at 4:06 p.m.

Commissioner Meister positively recommended the Item to Council as presented.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from QuikTrip Corporation, d/b/a QuikTrip #7193, located at 2202 W. Market St., Requesting Approval for the Creation of a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:07 p.m.

Rob Anderson, Applicant's Attorney, after being sworn, addressed the Commission. He stated that QuikTrip had dozens of licensed locations in Illinois and many more throughout the United States. He stated they sold packaged goods, to go alcohol, spirits and wine within allowable limits for local ordinances. He stated they sought a license at the new store so that patrons would have the same experience at this location as they would at any other location.

Asst. Police Chief Paul Williams asked what the anticipated open date was. Mr. Anderson stated the anticipated opening date was January 9, 2025. He stated they were aware that, given the City schedule, QuikTrip would not have their liquor license before that date. As such, they would not sell alcohol until after both their local and state liquor licenses were approved.

Asst. Police Chief Paul Williams asked Mr. Anderson to update QuikTrip's emergency contact information with the Police Department.

Commissioner Meister asked what the store hours would be. Mr. Anderson stated the convenience store would be open 24 hours but liquor sales would only be within the allowable hours under Bloomington ordinances.



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on a Resolution Recognizing the Contributions of Dr. Charles Morris to the Bloomington-Normal Community with the Honorary Designation of the 1600 Block of Illinois Street as Dr. Charles Morris Street, as requested by the Department of Operations & Engineering Services and the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: If approved, the 1600 block of Illinois Street will receive an Honorary Designation as Dr. Charles Morris Street, and the Public Works Department will purchase and install the necessary signage. As this is an honorary designation, the street will legally remain as Illinois Street, and addresses of properties will not be affected. The designation will remain in place for a period of 10 years. Signs will be placed at each end of the block at the intersections at Erickson Avenue and S. Euclid Avenue. The proposed designation recognizes the contributions of Dr. Charles Morris to the Bloomington-Normal Community.

Upon completing the doctoral program at the University of Illinois-Champaign, Dr. Morris accepted a position as an Associate Professor of Mathematics at Illinois State University ("ISU"). He was later promoted to Vice President for Administrative Services, then Vice Chancellor for Academic and Student Affairs for the Illinois Board of Regents, Springfield, IL. During his time at ISU, Dr. Morris was part of a team that purchased housing for African American students, assisted in chartering the Nu Psi Lambda alumni chapter of Alpha Phi Alpha Fraternity, Inc. (the first intercollegiate fraternity established for African American men), worked with the High Potential Students Program and the ISU Academic Senate, and was very instrumental in the lives of innumerable students. After retirement, Dr. Morris directed the SIMaST program at Metcalf Laboratory School for five summers and created the Dr. Charles Morris Annual STEM Fair for Underrepresented Students in 2014.

Dr. Morris, together with his wife Dr. Jeanne Morris, have been active volunteers in numerous organizations at the local, state, regional, and national levels. The recognition and awards the couple has received are as numerous, diverse, and multilevel as their work in the community. Charles was awarded the Town of Normal Dr. Martin L. King Jr. Adult Human Relations Award in 1979 and Dr. Jeanne Morris was awarded it in 2007. They were inducted into the African

American Hall of Fame Museum, one of several partners of the Peoria Riverfront Museum, in 2011. They have also established an Educational Equity Endowment (EEE) Fund with the ISU Foundation.

A link to his obituary is below. Attached are a McLean County Museum of History article with information about his humanitarian contributions to the B-N area and several historical newspaper articles. <https://www.legacy.com/us/obituaries/pantagraph/name/charles-morris-obituary?id=55873524>

The requested block was chosen as it is adjacent to the Boys and Girls Club of Bloomington Normal at 1615 Illinois Street with which Dr. Morris was active.

The City periodically receives requests from the public for honorary street sign designations to recognize individuals, organizations, and/or events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City. Staff developed a policy and application to formally accept, review, and take action on such requests in a transparent and consistent manner. The Honorary Street Name Policy ("Policy") was adopted by Council in November 2022 and is available on the City website.

In accordance with the City's policy, the application was preliminarily reviewed by a five-member panel consisting of the Mayor, one member from the Engineering Division, one member from the Development Services Department, and two members from the community at large as assigned by the Mayor. The panel concurred that the application met the intent and qualifications of the Honorary Street Designation program and has advanced the request to Council for approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The direct financial impact is limited to the cost of making and installing the four street name signs. There is typically a \$200 application fee to help defray these costs; however, since this application was a City initiative, this fee will not be collected in this instance. Signs are paid for out of the Street Maintenance-Street Name Sign account (10016120-71093). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 301.

Respectfully submitted for consideration.

Prepared by: Phil Allyn, Traffic Engineer

ATTACHMENTS:

[DOES 3B Resolution](#)

[DOES 3C Resolution - Exhibit A - Application](#)

[DOES 3C Resolution - Exhibit B - News Articles](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION RECOGNIZING THE CONTRIBUTIONS OF DR. CHARLES MORRIS TO THE BLOOMINGTON-NORMAL COMMUNITY WITH THE HONORARY DESIGNATION OF THE 1600 BLOCK OF ILLINOIS STREET AS DR. CHARLES MORRIS STREET

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

WHEREAS, the City desires to recognize individuals, organizations, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS, Dr. Charles Morris has spent his career at Illinois State University, starting as Associate Professor of Mathematics and ultimately rising to the position of Vice President for Administrative Services, then Vice Chancellor for Academic and Student Affairs for the Illinois Board of Regents; and

WHEREAS, he was instrumental in the lives of innumerable students, including assisting with and advocating for housing for African American students, establishing the local alumni chapter of Alpha Phi Alpha Fraternity, and working with the High Potential Students Program and the ISU Academic Senate; and

WHEREAS, Dr. Morris was an active volunteer in numerous organizations at the local, state, regional, and national levels and received recognition and awards that are as numerous, diverse, and multilevel as his work in the community, including the Town of Normal Dr. Martin L. King Jr. Adult Human Relations Award in 1979 and being inducted into the African American Hall of Fame Museum, one of several partners of the Peoria Riverfront Museum, in 2011.

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

SECTION 1. That the 1600 block of Illinois Street between Erickson Avenue and S. Euclid Avenue be honorarily designated as “Dr. Charles Morris Street”.

SECTION 2. That City staff be directed to install and maintain signs indicating the honorary designation for a period of 10 years.

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Honorary Street Naming Application

Honoree & Street Information

Name of Individual Charles Morris
(As it would appear on the honorary street sign)

Proper Name of Requested Street: Illinois Street

1st Street Intersecting the One Block Location: Euclid Ave

2nd Street Intersecting the One Block Location: Erickson St

Reason for Street Selection:

Mr. Morris was named a "history maker" in Bloomington-Normal who recently passed away. You can learn more at <https://mchistory.org/blog/jeanne-and-charles-morris-named-2017-history-makers-honorees>. Mayor Mwilambwe is requesting this honor and has chosen this street due to Mr. Morris' contribution to the Boys & Girls Club; it was also suggested by Mr. Morris' widow Jeanne and his son David.

Please check all that apply and provide details where necessary

- ☒ Honorary is Deceased
- ☐ Honorary was a Resident of Bloomington, IL.
- ☐ Military Service

☐ Cultural Contributions

☐ Historic Contributions

☐ Humanitarian Contributions:



Applicant Information

Applicant Name: Mayor Mboka Mwilambwe

Address: 115 E Washington St

Email: smclaughlin@cityblm.org

Phone: 3094342212

Letters of Support Attached (encouraged but not required): ☐ Yes ☒ No

Are you a family member of the individual to be honored: ☐ Yes ☒ No

If yes, what is your relation? No relation

If no, you must attach a letter of consent from the individuals family.

Signature of Applicant:

eSigned via SeamlessDocs.com
Susan K McLaughlin
Key: f89be76-48f4017-b5c20ba2e571ed01

Date: 10-08-2024

Initial Review

Complete ☒ Incomplete ☐

What materials are missing? Family support verified via phone by Admin

Reviewed By: Phil Allyn Date: 10/09/2024

Honorary Street Name Panel:

Approved: ☒ Denied: ☐ Date: 10/22/2024

Comments:

City Council:

Approved: ☐ Denied: ☐ Date: _____

City Council Memo Attached: Yes ☐ No ☐

City Council Meeting Minutes Attached: Yes ☐ No ☐

[Home](#) / [Blog](#) / Jeanne and Charles Morris Named
2017 History Makers Honorees

[Museum News](#)

Jeanne and Charles Morris Named 2017 History Makers Honorees

April 11th, 2017



The story of how Jeanne and Charles Morris met “usually gets a smile,” according to Charles. The two met as college students working at a summer resort on Squam Lake in New Hampshire. Each September for two years, they went their separate ways - Jeanne returned to Spelman College in Atlanta, GA and Charles to Johnson C. Smith University in Charlotte, NC. They “kept in touch” as they finished undergraduate degrees – a B.S. in Mathematics for Charles and a B.A. in Music Education for Jeanne. They married in 1957 and lived for a year in North Carolina before moving to Champaign-Urbana when Charles was awarded a National Science Foundation Fellowship at the

University of Illinois. It was there that Jeanne and Charles' journey as History Makers set its course. Arriving in Champaign-Urbana, the couple avoided a housing discrimination event because a block of apartments to house all the fellows had been acquired by the NSF Institute Director. Charles feels they were fortunate because "We didn't have to face the problem of looking for housing." Later, Charles and Jeanne became active in a successful open housing campaign and were able to rent a house in Urbana their last year there. In the summer of 1966, Charles received a Ph.D. in Mathematics and Jeanne a Masters degree in Education. Charles accepted a position at ISU and the Morris family, including children David and Lyn, moved to Normal. In the ensuing years, the family has grown by three grandsons, one granddaughter, and great-granddaughter Cameron Jeanne Morris. The Morris family was not surprised that acquiring suitable housing was an immediate problem in their new town. Richard Watts, pastor of Normal's First Presbyterian Church whom they knew at McKinley Church in Champaign, proactively alerted Bob Lenz [a local attorney] anticipating that the Morris family would need legal assistance. Charles recalled, "We were denied access to several houses listed for sale but found one we liked on Wilmette Drive." Jeanne recalls that one "tale" was that the owner of this house lived out-of-town and had no interest in

retaining the property. Charles recalled, "The situation had its sad and angry moments. It was rumored that we had been hired by the NAACP to purchase a house and "run the neighborhood down," Jeanne added. "Fortunately, there were more families in the neighborhood supportive of open housing than those opposing. We bought the house." "During those early years, we were lucky to be supported by equal opportunity advocates like Jim and Gwen Pruyne and Ralph and Ellen Smith," Charles said. In the early 1970's Jeanne and Charles collaborated with the Lenzes, Pohlmanns and Plummers to address the lack of off-campus housing available to African American students. Charles explained. "Our group bought houses near campus to rent to African American students." Minority students and faculty had a very small presence on campus. In his first year, Charles was one of three African American ISU teaching faculty. As his career evolved at ISU, Charles directed NSF-funded programs in Mathematics, served as the Interim Director of the High Potential Students Program and was elected first Chairperson of the ISU Academic Senate. He served as Secretary of the University, Vice President for Administrative Services and retired from the position of Vice Chancellor for Academic and Student Affairs with the Illinois Board of Regents, while retaining faculty status with ISU and associate-status with the Center for Mathematics, Science and Technology

and the Center for the Study of Education Policy. After graduating from Spelman, Jeanne accepted a position as a music teacher in Florida in a school that enrolled many children of migrant workers," she explained. "I thought music was the "cream on the top" and that the children really needed more focus on reading and writing. The year after we moved to Illinois, I pursued and earned a Masters in Education." In the Morris' third year in Normal, Jeanne taught four-year-olds at Playmates Nursery School at First Presbyterian Church where they have been members since their arrival in Normal. Jeanne's interest in early childhood education came at a time the federal government had an interest in funding Head Start, a school readiness program for low-income children. She returned to the University of Illinois and was a Graduate Assistant involved in the development of protocols for the Head Start program. She completed her Ed. D. in 1979 while juggling family, community and work, driving back and forth in a Ford Pinto. She laughed when she recounted that, years after, her son informed her that she shouldn't have been driving that car. "No one told me!" Jeanne was on the ISU faculty for twenty-six years in the Departments of Elementary Education and Curriculum and Instruction, including a three-year appointment at Metcalf Laboratory School when she received an ISU Grant to initiate an on-campus Head

Start Program and was also a kindergarten teacher. At times, her roles as an educator and an activist naturally overlapped. One instance in particular stands out in her mind. "I'm proud of this," she said. "While on sabbatical I chose to be a classroom assistant to my graduate students who were teachers at Bent and Sheridan schools and in Pekin, Illinois which had a sundown law." Charles explained that the sundown law meant "African Americans weren't wanted in Pekin—to put it kindly—after sunset." Jeanne commented that some of the children would look at me and want to touch me. I let them. That's what education is all about." Her interest in childhood education also helped shape her involvement with community organizations. Jeanne is a member of the Director Emeritus Group of the Baby Fold, having joined the Board in 1975. She has also worked with numerous groups to develop both early childhood and multicultural curricula. She was a Professor and Assistant Department Chair when she retired. Jeanne and Charles have been active volunteers in numerous organizations at local, state, regional and national levels. Among them are: the Baby Fold, Heartland Head Start, the Children's Foundation, the United Campus Christian Foundation, the YMCA, Bloomington-Normal Kiwanis, Western Avenue Community Center, Habitat for Humanity, the Town of Normal 125th Anniversary committee, the McLean County Historical Society,

the League of Women Voters, the Illinois Committee on Black Concerns in Higher Education, Central Illinois Chapter of SCORE, the Illinois State Board of Education Bias Review Committee, the American Council on Education Committee on Campus Trends, and the U. S. Dept. of Agriculture Citizen's Advisory Committee on Equal Opportunity. They are very proud of the SIMAST program Charles directed at Metcalf Laboratory School for five summers after retirement and the Dr. Charles Morris Annual STEM Fair for Underrepresented Students created in 2014. The recognition and awards Jeanne and Charles have received are as numerous, diverse and multilevel as their work in the community. Charles was awarded the Town of Normal Dr. Martin L. King Jr. Adult Human Relations Award in 1979 and Jeanne in 2007. They were inducted into the African American Hall of Fame Museum, one of several partners of the Peoria Riverfront Museum, in 2011. They have established an Educational Equity Endowment (EEE) Fund with the ISU Foundation.

Lauren Lacy

Related posts

- [Museum to Provide Access to Thousands of Images from the 1950s & 1960s](#)
- [The 30th & Final Evergreen Cemetery Walk](#)
- [Museum Celebrates AANHPI Heritage Month with Rotunda Installation](#)
- [John Penn -- 2024 History Maker](#)

Letters to the Editor

ISU Senate Courageous

Editor, The Pantagraph:

It is sad indeed that some students and citizens, out of ignorance or bigotry, foster the notion that all was well in Normal before the Student Senate added its voice of concern in the open occupancy issue.

As long as Negroes and others submit to, or endure quietly, the inequities administered and permitted by an unconcerned society, all is peaceful. But, when the victims, with the help of others, protest unjust acts perpetrated against them, the naive claim is made that "racial peace" is in jeopardy.

What peace? What peace can be enjoyed by an athlete who gives his all and best for his school and schoolmates when he meets hostilities, epithets and deceit while searching for housing in the community?

What peace is there for a faculty member who may know first class citizenship within the boundaries of the university but whose family is officially marked as being fair game for practices of bigotry and prejudice in the community at large?

Where is the peace for a man who grows up in Normal but must go to Bloomington to find suitable housing for his family?

The effects of the last 100

years of so called "racial harmony" have recently been experienced during the summer in such cities as Los Angeles, Detroit and Newark. Those people who basked in the good relations between the races during that century now blandly respond to the violence of today with the question, "why?"

It is not surprising that a large number of students at Illinois State University would not, vigorously, if at all, support the Student Senate's involvement. In fact, one might expect to find in today's college student the attitudes fostered by past generations which

condone and approve injustice by uninvolvement.

Present and future generations will be grateful for the courage of the Student Senate and others who accept some responsibility for shaping a more just society by committing themselves through voice and action. This is the best form of insurance against riots and violence for our descendants.

I am proud to know and teach a few of the students for whom the Senate does speak.

DR. CHARLES E. MORRIS

ISU Associate Professor of
Mathematics

13 Wilmette Dr.,
Normal

Humiston's Death Continues

Editor, The Pantagraph:

Last night I had a dream that I was dying, hemorrhaging from every pore, my life's blood oozing to the floor. The pain was very great.

Many who could have helped me passed by. I knew they could help, they wore the familiar neat white cap with thin black stripe that nurses always wear. Many passed by without looking, some stopped and watched for a while, some patted my brow tenderly, but

none helped me as I suffered.

It was just a dream, silly and horrible. But today Humiston Woods again continues its death, its life blood oozing out on the forest floor. Many who could help passed by. Many passed without looking, some stopped and watched for a while, some lifted a hand in brief aid, but none helped Humiston Woods. I wonder how long it takes a wood to die. The pain is very great.

JOAN LYONS

Odell

Morris named fellow of education council



Charles Morris

Dr. Charles E. Morris, associate professor of mathematics at Illinois State University, has been named a fellow of the American Council on Education and will spend the next academic year as a participant in ACE's Academic Administration Internship Program.

Morris, who completed two years as chairman of ISU's Academic Senate, said details of the internship have not been worked out. However, part of it will be served on the ISU campus and part at another college or university within commuting distance of Normal.

He does not plan to move from the Normal community, he said.

The ACE's academic internship program was created to strengthen leadership in American higher education by enlarging the number and improving the quality of persons available for key positions in academic administration. It was organized in 1964 by the American Council on Education and supported by a grant from the Ford Foundation.

Interns will attend two five-day seminars on academic administration and higher education, one Sept. 10-15, at the University of Chicago and the other in Washington, D.C., April 22-27.

They also will attend regional meetings in October, prepare an analytical paper on some aspect of academic administration and do extensive reading in a variety of areas related to academic administration.

Morris has been on the ISU faculty since 1966.

He taught mathematics for four years at William Penn High School at High Point, N.C. He earned a master of science in 1959 and a doctor of philosophy in mathematics in 1966, both at the University of Illinois, before coming to ISU. He was a research associate with the University of Illinois Committee on School Mathematics from 1959-62.

Morris has been director of institutes at ISU for mathematics teachers and prospective teachers during regular sessions and summer programs, supported by financial grants from the National Science Foundation.

He also served as acting director of the High Potential Students Program initiated on the ISU campus in 1968.

Old prep school to close doors

NEWARK, N.J. (AP) — St. Benedict's Prep, a nationally known boys' school, will close at the end of the current school year.

Abbot Ambrose J. Clark, the school's 10th president, said a decline in enrollment and an increase in operating deficits had prompted the decision.

The present enrollment is 450 which is less than half the number of students who attended the school a decade ago. The school was founded in 1868.

First woman joins Alton police force

ALTON, Ill. (AP) — Alton now has its first policewoman, a 34-year-old blonde and mother of four children.



Dr. Charles Morris was named Monday as ISU's new secretary of the university, with Miss Judith Boyer as associate secretary. (ISU Photo)

Administrators

ISU Secretary post to Charles Morris

Dr. Charles E. Morris, associate professor of mathematics, was named Monday night to the post of secretary at Illinois State University.

The appointment by President David Berlo, announced at a meeting of unit directors who report to the secretary, is subject to confirmation next Saturday by the Board of Regents.

Morris succeeds Dr. Charles A. White, who suffered a heart attack last fall. White was named to the job when it was created earlier in 1972.

White will teach half time and be attached to the secretary's office as a liaison representative for faculty, staff and students. He had requested a change in assignment.

Dr. Arley Gillette will continue in the office on a half time basis. He has assisted White and acted as secretary during White's illness. He also will teach half time.

An ISU faculty member since 1966, Morris is a former chairman of the Academic Senate. Recently he has been an administrative intern of the American Council on Education.

Morris will terminate his internship immediately to take over his new duties. He has been assisting Dr. Stanley Rives, dean of undergraduate education, since last September.

Berlo said the secretary's office is one of the top administrative divisions of the university.

In a realignment of administrative duties, the secretary's office now will be in charge of residence halls; a new "campus parks" division, which includes landscaping, grounds and the golf course; recreation and the Student Code Enforcement and Review Board.

Other areas of responsibility include personnel services, health and safety, the health center, faculty records, placement, student financial aids, affirmative action officers and support facilities for the academic senate, Black Affairs Council, student government and Civil Service Council.

Campus housing, residence halls, and grounds had been under Vice President Eric Johnson.

Miss Judith Boyer, who has been in a position called affirmative action officer for women, was appointed associate secretary.

Morris is a graduate of Johnson C. Smith University of Charlotte, N.C. He has master's and doctor's degrees from the University of Illinois.

His wife Jeanne is director of the child study program at ISU. They have two children.

Miss Boyer is a Grinnell (Iowa) College graduate with a master's degree from ISU.

You Should Know . . .



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B-N human relations commissions plan to honor Thomas, Morris



Dr. Charles
Morris

Marvin
Thomas

Dr. Charles Morris, secretary of Illinois State University, and Marvin Thomas, head of the youth division of the Bloomington Police Department, will receive awards citing their outstanding contributions to human relations from the Bloomington and Normal human relations commissions.

The awards, announced Thursday, will be presented at the Dr. Martin Luther King Awards Brunch at the ISU Union Ballroom Jan. 21.

Georgie state Sen. Julian Bond will speak at the brunch, which begins at 11 a.m. Tickets are on sale for \$4 at the ISU Department of Continuing Education. This is the third year the awards have

been given by Bloomington, and the second year it has been a joint project of the two commissions. Last year's winners were Dr. Ralph Smith from Normal, and Henry Brown, Eva Tipsord and Dr. E.M. Stevenson from Bloomington.

Morris graduated from Johnson C. Smith University, Charlotte, N.C., and received his master's and doctor's degrees from the University of Illinois. He joined the ISU faculty in 1966, and was named secretary in February 1972.

Thomas, a 22-year veteran of the police department, has twice been named police officer of the year by the Bloomington Exchange Club. He re-

ceived a citation in October 1964 from then-Police Chief Bernard G. McElvaney for his effectiveness.

He was named head of the youth division in December 1976.

Cash take

An undetermined amount of cash was taken in a break-in overnight Wednesday at offices and a restaurant in the Bloomington-Normal Airport terminal.

The break-in may lead to increased security at the terminal, said Manager Charles Waugh.

Normal, ISU students

Panel hopes to ease tension

By David Bill

Goals for a committee to improve the relationship between students and Normal were outlined Thursday at a meeting of Illinois State University representatives and Normal's Governmental Liaison Committee.

The ad hoc committee, which was approved by the Normal City Council but does not have a name, will consist of members of Normal's Human Relations Commission, ISU's Human Relations Commission and Normal's Community Improvement Committee.

The committee will identify issues of concern "in terms of student/community relations in a broad sense," according to Councilwoman Jocelyn Bell. The committee also will make suggestions as to which governmental unit should implement programs that might ease tension between students and Normal residents.

Charles Morris, ISU vice president for administrative services, said the committee would not be needed to develop solutions. Other groups can work on solutions, he said. Morris originally suggested the committee's formation. It was formed, he said, to avoid duplication of work by other committees.

Don Watson, ISU Student Association liaison to the Normal City Council, said, "We would like to see some long-range plans, such as ordinances."

Watson said he would like to see the joint committee work on a noise policy that could be enforced consistently; consider the possibility of opening city parks past curfew for functions and allowing alcohol consumption during certain hours; formation of a community center; and alternative entertainment events, such as block parties downtown.

A report by the committee is expected by March 1. The council will consider Monday the permanent formation of the Community Improvement Committee, which has been operating as a temporary committee. It will then appoint its three members to the joint committee.

Mrs. Bell, Councilman Paul Harmon and City Manager David Anderson also suggested to Watson that informal meetings between city representatives and students living off campus be instituted on a regular basis.

Anderson, Harmon, Normal Police Chief Richard McGuire and Sgt. Walter Clark attended a meeting with students Oct. 21 at the Lambda Chi

fraternity house.

Watson, who did not attend the meeting, said all the responses he heard from students about it were

positive. "The students were really impressed," Watson said. "Especially with Chief McGuire." The students, he said, found out that McGuire wasn't the type of person they thought he was after reading accounts of him in the newspaper.

Watson said the Student Association plans to have such meetings regularly.

The association also will seek informal meetings between students and police officers "to exchange dialogue and reduce hostilities," Watson said. It would be a chance for the students to see police officers as "real people," he said.

Among the other ideas the governmental liaison committee discussed with Watson were having a phone number that students could call — similar to a hotline — if they had questions about what could legally be done at a party, and to have posters made of an advertisement to be printed in the Daily Vidette, ISU's student newspaper, which outlines for students how to party legally.

killer, Halloween is no treat.

It's a night officials in such troubled cities as Atlanta or Miami would rather forgo, and even towns like Fife, Wash., or Amherst, Mass., aren't immune.

"We can't go trick or treating because of that man that's hurting people," said 6-year-old Trisha Ann Rose of Fife, "because of the rapier."

In other places — Detroit, for one — police are readying metal detectors to check candy, cookies and treats for metal, pins, razors or other suspicious objects.

Halloween 1980 also saw an end to a 40-year tradition in San Francisco — there will be no children's party because thousands of anti-gay rowdies and vandals broke up the festival last year in the predominantly gay Castro district.

"There were 30,000 people jammed into those two blocks," recalled store owner Ernest Asten, "it was certainly no place for kids."

Witches will gather for a party in Salem, Mass., site of the 17th century witchcraft trials, and up to 70,000 people were expected to turn out in Independence, Kan., for a party capping a week-long tribute to Halloween. But many communities will substitute supervised parties for the night of running in the dark in pursuit of goodies that was once part of growing up in America.

In other towns, like Amherst, Mass.,



REGULAR AGENDA ITEM NO. 9.B.

FOR COUNCIL: January 13, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on (1) a Resolution Authorizing an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN: 21-18-153-009; and (2) an Ordinance Annexing Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, Containing 6.5 Acres, More or Less, Approving a Zoning Map Amendment for Said Property to the R-2 (Mixed Residence) District, Approving a Special Use Permit for Single-Family Attached Dwellings in the R-2 (Mixed Residence) District, and Approving a Waiver of the Subdivision Code (Ch, 24), PIN: 21-18-153-009, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Resolution and 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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Applicant seeks approval of an Annexation Agreement and Petition, including Zoning Map Amendment and Special Use Permit, to incorporate the property and facilitate the construction of a residential development comprised of up to 58 Single-Family Attached (Townhouse) structures. Implementation is expected to be as a Planned Unit Development subdivision with units on individual lots that may be sold as such. The subject property consists of approximately 6.5 acres of vacant County-zoned R-2 land, located north of Fox Creek Road, near the intersection with St. Ivans Circle.

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

Summary of the Request:

- County R-2 (Two-Family) District to City R-2 (Mixed Residence) District.
- The right to tap (access) public water and sewer are provided to the Owner, upon the payment of applicable fees.
- Future development of the parcel is contingent upon approvals through future subdivision process(s).
- A waiver of the Subdivision Code is included for any items where the Zoning Code

conflicts and may be approved solely by Council.

- Successful completion of the project requires a Special Use Permit for Single-Family Attached structures (townhouses) in the R-2 (Mixed Residence) District, approval for which is included in the effecting Ordinance.

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Future Neighborhood" between "Medium Density Residential" and "Low Density Residential" in the Emerging Areas.

On October 2, 2024, the **Planning Commission ("PC")** held a public hearing, on case Z-11-24, and voted 7-0-0 to recommend approval of the Annexation Agreement and 4-3-0 to recommend **Zoning Map Amendment**. Concerns regarding the potential impacts of traffic on Fox Creek Road, loss of established screening and vegetation along a drainage route, and possible school over-crowding were the primary subjects of public testimony and the hearing.

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

On October 16, 2024, the **Zoning Board of Appeals ("ZBA")** held a public hearing, on case SP-06-24, and voted 3-0-0 to recommend approval of the **Special Use Permit**. Concerns regarding general traffic conditions on Fox Creek Road, loss of established screening and vegetation along the drainage route planned for improvement, and possible school over-crowding were the primary subjects of public testimony and the hearing. Since that time, the applicant has continued to communicate with the City and neighborhood residents to identify alternative solutions to address community concerns. The original proposal to re-engineer and rehabilitate the entire drainageway along the eastern side of the property has been scaled back to address only the areas with existing infrastructure issues causing negative off-site impacts (the stormwater culvert from Fox Creek Road and the inappropriate dead-end termination of Tangle Oaks Road). These two limited areas of impact will be reworked to address circulation and flooding issues, while removing the least amount of established vegetation and screening possible.

If this agreement and annexation are approved, the resulting development will be subdivided to allow fee-simple ownership of the structures and underlying land; **Variances to Chapter 44 to allow subdivided ownership have been approved**, contingent upon the development of the use. A Homeowner's Association (HOA) will be created for the ownership and operation of the private infrastructure and common areas. Draft HOA Covenants have been provided as part of the Agreement, including provisions requiring advanced funding and planning for the maintenance and repair of commonly held areas and assets.

- [The meeting packet for the ZBA is available online here.](#)
- [Minutes of the October ZBA meeting are available online here.](#)
- [Draft Minutes from the November ZBA meeting are available online here.](#)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on Monday, September 16, 2024. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District.

Notice of the Zoning Board of Appeals hearing was published in *The Pantagraph* on Monday, September 30, 2024. Courtesy notices were mailed to 54 property owners within 500 feet of the subject property.

Notice of this public hearing before the City Council, by Certified Mail, was sent to the following parties on December 11, 2024: Bloomington Township Fire Protection District, McLean County Unit 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, and Bloomington-Normal Water Reclamation District. Additionally, the notice for the public hearing at City Council was published in *The Pantagraph* on Monday, December 23, 2024.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will add to the City's tax base. The Agreement should result in the development of 58 residential dwelling units, helping to fulfill the need for quality non-student multi-family housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis. Providing opportunities for current out-of-town workers to live closer to work and to take advantage of the City amenities could increase future revenues for the City. The Applicant will be responsible for the construction and cost of infrastructure for development on the subject property, with tap-on fees helping to pay back the cost of existing water and sewer infrastructure. Parkland Dedication obligations will be met via fee-in-lieu.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[DSD 4B Resolution \(Z-11-24\)](#)

[DSD 4C Resolution - Exhibit B - Annexation Agreement](#)

[DSD 4D Proof of Publication of Legal Notice](#)

[DSD 4E Certified Mail Required per 7-1-1 - Ridgewood West](#)

[DSD 4F Ordinance \(Z-11-24\)](#)

[DSD 4G Ordinance - Exhibit B - Annexation Plat](#)

[DSD 4H Ordinance - Exhibit C - Concept Plan](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH ARUTHRA, LLC,
FOR PROPERTY GENERALLY LOCATED NORTH OF THE INTERSECTION OF FOX
CREEK ROAD AND ST. IVANS CIRCLE,
PIN: 21-18-153-009**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a request for approval of an Annexation Agreement pertaining to property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, legally described in Exhibit A, ("PROPERTY"); and

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

WHEREAS, the Planning Commission, after proper notice was given, conducted a public hearing on said request and Agreement, on October 2, 2024; and

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

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

WHEREAS, the AGREEMENT includes a request for a Special Use Permit for Single-Family Attached dwellings in the R-2 (Mixed Residence) District; and

WHEREAS, the Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request for Special Use Permit, on October 16, 2024; and

WHEREAS, the Zoning Board of Appeals, following said public hearing, made findings of fact that all standards for approval of such Special Use Permit are met, as required by § 44-1707 of the Bloomington City Code; and

WHEREAS, the Zoning Board of Appeals voted to recommend that the City Council approve such Special Use Permit; and

WHEREAS, the City Council, after proper notice was given, conducted a public hearing on said request and Agreement, on January 13, 2025; and

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

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

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

in full.

SECTION 2. The City Council adopts the findings of fact of the Planning Commission and Zoning Board of Appeals.

SECTION 3. The City Council hereby approves the request for the Annexation Agreement (Exhibit B), with Aruthra, LLC, for the Property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, legally described in Exhibit A, and authorizes the Mayor and City Clerk to execute said agreement.

SECTION 4. The Zoning Map Amendment, Special Use Permit, and Waiver of the Subdivision Code (Ch. 24) included in the Annexation Agreement are hereby approved upon Annexation of the subject Property.

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

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

PASSED this 13th day of January 2025.

APPROVED this ____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

EXHIBIT B

ANNEXATION AGREEMENT

Pertaining to Property Commonly Located North of the Intersection
of Fox Creek Road and Saint Ivans Circle (PIN: 21-18-153-009)

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

WHEREAS, Owner is the owner of approximately **6.57 acres**, with frontage on Fox Creek Road and hereinafter described on Exhibit "A," which is attached hereto and made a part hereof by this reference (hereinafter "Premises" or "Property"); and,

WHEREAS, Owner has submitted a Concept Plan for **Ridgewood West Planned Unit Development Subdivision**, attached hereto and made part hereof by this reference as Exhibit "B" (hereinafter "Concept Plan"), of how they propose to develop the Property, subject to minor modifications and technical corrections prior to development; and,

WHEREAS, the Property is appropriate for development due to classification in the City's Comprehensive Plan as Land Use Priority Tier 2, proximity to other urban land uses and intensities, and the ability to provide service with existing public infrastructure; and,

WHEREAS, the Property possesses distinct and challenging topographic and drainage issues; and,

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

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

WHEREAS, the Owner is desirous of having said Premises zoned **R-2 (Mixed Residence) District** upon annexation to the City (all Lots referenced shall include any subdivisions thereof); and,

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on a request for this Agreement and associated Zoning Map Amendment, on October 2, 2024; and,

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

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council

adopt this Annexation Agreement and Zoning Map Amendment to R-2 (Mixed Residence) District for the subject Property; and,

WHEREAS, the Owner has requested a Special Use Permit for Single-Family Attached dwellings in the R-2 (Mixed Residence) District; and,

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request for Special Use Permit, on October 16, 2024; and,

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that all standards for approval of such Special Use Permit are met, as required by § 44-1707 of the Bloomington City Code; and,

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council approve such Special Use Permit; and,

WHEREAS, the Bloomington City Council, after proper notice was given, conducted a public hearing on this Agreement, on January 13, 2025; and,

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

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

1. ANNEXATION PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property, or portions thereof, identified on Exhibit "A" to the City's corporate limits, after approval and execution of this Annexation Agreement. Upon submission of any Petition to Annex, the City shall publicize and give such notices as are required to annex the Premises, except those required by certified mail or registered mail in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), which shall be the responsibility of the annexing party to issue at least 10 days in advance of the date of annexation.

2. ANNEXATION.

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

3. ZONING.

- A. City agrees to **zone** the Premises legally described on Exhibit "A", upon annexation, to the R-2 (Mixed Residence) District.

- B. City agrees to approve a **Special Use Permit** for the Premises, including the conditions recommended by the Zoning Board of Appeals, upon annexation, to allow Single-Family Attached Dwellings in the R-2 (Mixed Residence) District. This Special Use Permit shall have an extended timeline for automatic revocation, notwithstanding the provisions of § 44-1707K of the City Code, of five (5) years. All other ordinance provisions relating to Changes and Discontinuance of the Special Use shall remain in force.

4. DEVELOPMENT OBLIGATIONS.

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

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

- A. **Street** Improvements. The Owner shall have the following obligations regarding streets as reflected on the Concept Plan attached as Exhibit "B":

(1) Fox Creek Road

- (a) No additional right-of-way (ROW) dedication is required for Fox Creek Road (formerly Cabintown Road). Forty-three feet (half of the required 86-foot ROW) was dedicated in 1997, by Document 97-25667.
- (b) Developer shall extend the stormwater pipe (Facility ID: 269040-269030) that drains under Fox Creek Road approximately 50 feet further than the current terminus, with final length and engineering subject to approval by the City, to improve localized flow in an attempt to reduce flooding at the rear of 14 Willowbend Court.
- (c) At the time of Final Platting the Owner or their designee shall pay an Adjacent Substandard Roadway fee. The fee shall reflect the cost, per foot of frontage, of one half the per foot cost of a 30' wide local street section. Said fee is \$136.52 per foot (1/2 of \$273.04 per foot). Beginning from the date of this Agreement, this fee shall be increased at a rate of 6% simple interest or based on the Consumer Price Index (CPI), whichever is lower at the time of payment. At Owner's option, the fee may be paid at any time in advance of it becoming due.
- (d) Owner may subtract the cost of the work conducted under Section 4A(1)(b) of this Agreement from the Substandard Roadway fee owed under Section 4A(1)(c) of this Agreement, not to exceed \$30,000.00.

(2) Tangle Oaks Road

- (a) Tangle Oaks Road shall not continue west into the proposed Subdivision.
- (b) Concurrent with first onsite concrete work: The Owner shall construct a turn-around at the western terminus of Tangle Oaks Road, including the acquisition and dedication of any required right-of-way, as depicted in Exhibit "B", and approved by the City at time of Permitting.

(3) Interior Streets

- (a) All interior streets shall be constructed and maintained as private streets.
- (b) A sidewalk shall be provided on at least one side of any private street.

B. **Public Water** Improvements. The Owner shall have the following obligations regarding water improvements:

(1) Connection and Construction.

- (a) Owner may tap, extend at their own cost, and use the existing City of Bloomington water main along the south side of Fox Creek Road, looping to the 8-inch main serving Tangle Oaks Road, as required by the Manual of Practice.
- (b) Owner shall construct an additional connection to the 8-inch main serving Willowbend Court and abandon or remove the existing 8-inch water main in the backyard of the adjoining subdivision, per City of Bloomington requirements, as depicted in Exhibit "B".

(2) Fees and Reductions.

- (a) Owner may tap and use existing City of Bloomington water mains with tap-on fees and connection charges in the amount of \$12,326.85, based on \$28.77 per linear foot of frontage, payable at the time of Final Platting or at the point connection is requested, whichever is later. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(b) Owner may subtract the cost of the work conducted under Section 4B(1)(b) of this Agreement from the tap-on fees and connection charges owed under Section 4B(2)(a) of this Agreement at a rate of \$100 per linear foot, not to exceed \$10,000.00.

(3) Right-of-Way and Connectivity. Any water mains constructed on the Property shall be built within dedicated public right-of-way or dedicated easements, subject to staff review and any required public hearings. All water utilities shall be constructed in such a manner as to continue or allow new connectivity to the adjacent properties in all directions.

C. **Public Sanitary Sewer Improvements.** The Owner shall have the following obligations regarding sanitary sewer improvements:

(1) Developer may tap and use the existing sewer main running through the north side of the property with tap-on fees and connection charges in the amount of \$30,934.31, payable at the time of Final Platting or at the point connection is requested, whichever is later. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(2) Any sanitary sewer mains constructed on the Property shall be built within dedicated public right-of-way or dedicated easements, subject to staff review and any required public hearings. All sanitary sewer utilities shall be constructed in such a manner as to continue or allow new connectivity to the adjacent properties in all directions.

D. **Stormwater Detention** shall be provided as per the Manual of Practice.

(1) The Detention Basin serving the proposed subdivision shall be privately owned and maintained.

(2) The existing drainage area (approximately 50-foot width) along the eastern side of the Property shall not be required to discharge into the Detention Basin and shall serve only as a bypass route for Fox Creek Road stormwater, as is the current function.

E. **Parkland Dedication and Reservation.** The Developer shall have the following obligations regarding Parkland Dedication and Reservation:

(1) Dedication or Contribution Obligation. As indicated on the Concept Plan in Exhibit "B," the final residential density is planned to be **58 dwelling units**, requiring 1.1 acres dedicated for park purposes.

(2) The City agrees to accept **fee in lieu of parkland dedication** in the amount of \$28,842.25 (\$26,875.00 per acre). The proportionate fee-in-lieu

for any lot shall be paid prior to the issuance of associated building permits, or the transfer of such by developer to a third party, whichever occurs first.

- (3) Developer shall construct and maintain a pedestrian access to Westwood park. The City shall provide a temporary construction easement and a permanent access easement for the portion of Westwood Park property on which the pedestrian access is located.

F. Preliminary Subdivision or Planned Unit Development (PUD) Plan Approval.

- (1) Within 60 days from the submission of one or more Preliminary Subdivision or PUD Plans in the form and with the content required by the City's Land Subdivision Code as it now exists, and subject to any public hearings required by law and ordinance, the City agrees to approve such, if in substantial accordance with the Concept Plan. Further, after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements the City agrees to approve Final Plats or PUD Development Plans, provided they are in substantial accordance with the Concept Plan and approved Preliminary or PUD Plans.
- (2) Waiver of Conflicts: A waiver of any provision of the City Subdivision Code (Ch. 24) specifically related to Planned Unit Developments (PUDs) shall be granted in instances where such provision conflicts with the provisions of the City Zoning Code (Ch. 44).
- (3) When necessary to allow subdivision of the property in a manner that facilitates fee-simple ownership of the individual units with underlying land the City shall support the approval of additional variances and waivers from Chapter 24 or Chapter 44 of the City Code.
- (4) Restrictive Covenants Required: To facilitate public understanding and long-term maintenance of community assets, the subject development is required to record restrictive covenants against all property deeds, and to create and operate a Homeowners Association (HOA). A copy of the Draft Covenants and Bylaws shall be adopted as Exhibit "C" to this Agreement; minor changes or technical corrections may occur prior to finalization and recordation. The Draft Covenants shall include:
 - (a) The obligation to pay any fees assigned to the Owner that may be passed on to buyers as Assignees, including but not limited to tap-on, annexation, and parkland dedication fees.
 - (b) Plans for the operation and maintenance of the stormwater detention basin and any other required stormwater management structures or features.

- (c) Acknowledgement that maintenance of internal streets, trash and recycle collection, bulk pickup, and snow plowing are the obligation of the future HOA and Association members.

G. **Annexation Fees** of \$737.74 per lot, based on set at the dollar value for November 2018 and automatically increased according to the consumer price index, as per the Schedule of Fees in § 1-125 of the City Code. The fee for any lot shall be paid prior to the issuance of associated building permits or the transfer of such by developer to a third party, whichever occurs first.

5. OBLIGATION TO DEVELOP PER CODE.

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

6. ANNEXATION TO OTHER TAXING DISTRICTS.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

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

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

To Aruthra, LLC ("Owner"):

1301 Shaunessey Drive
Bloomington, IL 61704

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

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

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

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

right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

- O. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- P. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- Q. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

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

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNER: ARUTHRA, LLC



Rajkumar Thirupparkadal, Manager

Agreement Exhibit A
LEGAL DESCRIPTION

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, McLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN McLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

PROJECT NO.: 0240889.00



12709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
309) 663-8435 / info@f-w.com

www.f-w.com

Engineers | Architects | Surveyors | Scientists

ISSUE:

DATE: _____ DESCRIPTION: _____

Preliminary Plan

ARUTHRA LLC

RIDGEWOOD WEST

BLOOMINGTON, IL

DATE: 07/02/2024

DESIGNED: SPI

DRAWN: SPI

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/01	OPENING BALANCE		100.00
1/15/01	PAYROLL	50.00	50.00
2/1/01	RECEIVED FROM CUSTOMER	25.00	75.00
2/15/01	PAYROLL	50.00	25.00
3/1/01	RECEIVED FROM CUSTOMER	25.00	50.00
3/15/01	PAYROLL	50.00	0.00
3/31/01	CLOSING BALANCE		0.00

SECRET TITLE :

CONCEPT PLAN -
OVERALL

THE YOUNG MEN:

C2.0

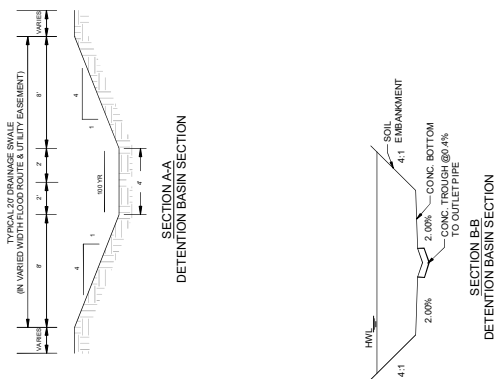
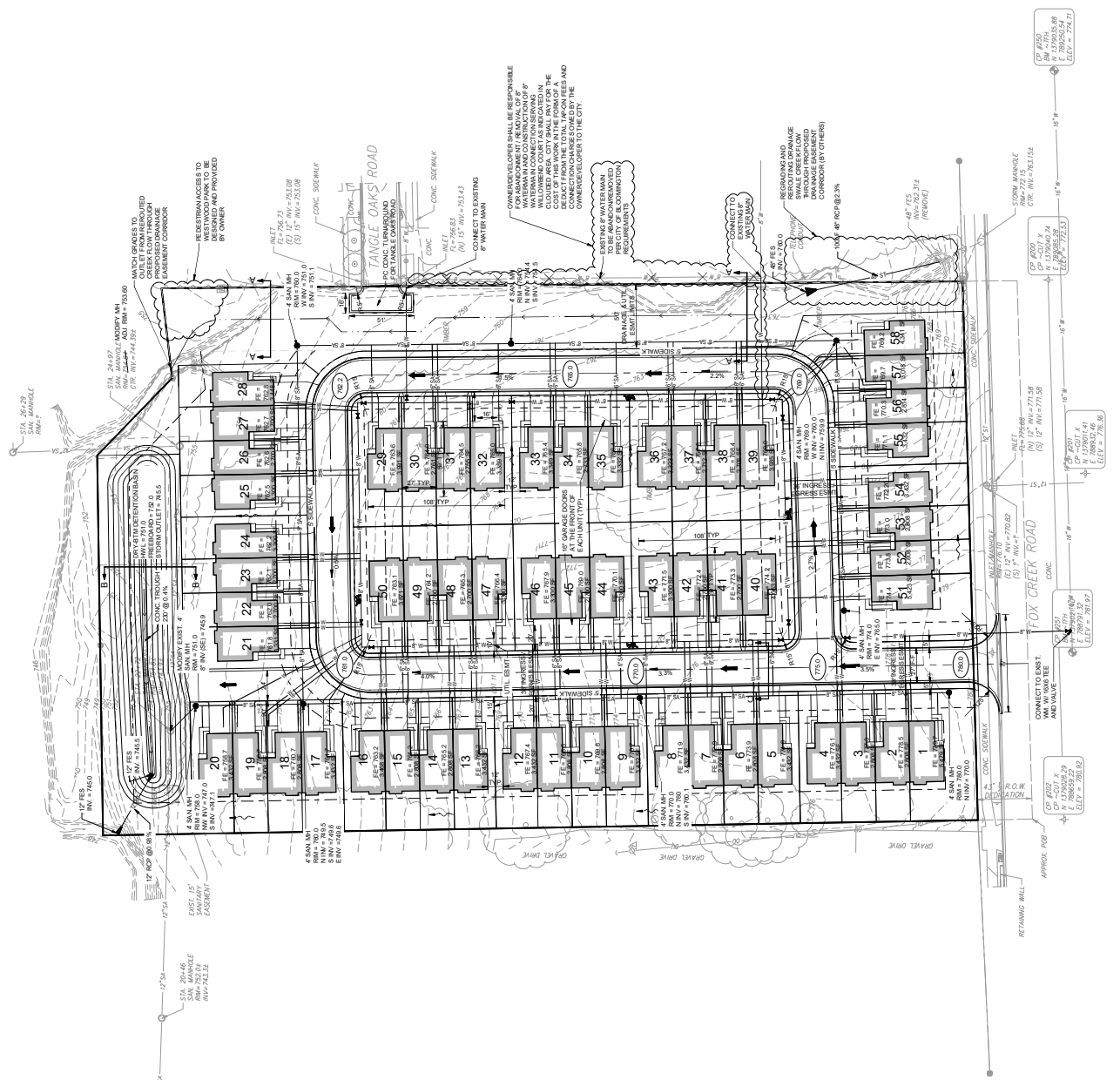
SCALE: 1" = 40'

SCALE: 1" = 40'

Ridgewood West Annexation Agreement (PIN: 21-18-153-009), Exhibit B, p. 2

PROJECT NO.: 0240889.00

300





Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-6437 / info@fng.com

www.fng.com
Engineers | Architects | Scientists
PLANNING | DESIGN | CONSTRUCTION

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT
ARUTHRA LLC

RIDGEWOOD WEST

BLOOMINGTON, IL

DATE: 12/20/2024
DESIGNED: KAA
DRAWN: KAA
REVIEWED: CNF
FIELD BOOK NO.:
SHEET TITLE

CONCEPT PLAN -
DITCH

SHEET NUMBER

EXH1

PROJECT NO.: 0240889.00

301

PROPOSED DITCH CAPACITY CALCULATIONS

EXISTING 48" RCP MAX CAPACITY @ 2.33% = 220 CFS

TRAPEZOIDAL DITCH FLOW DEPTHS

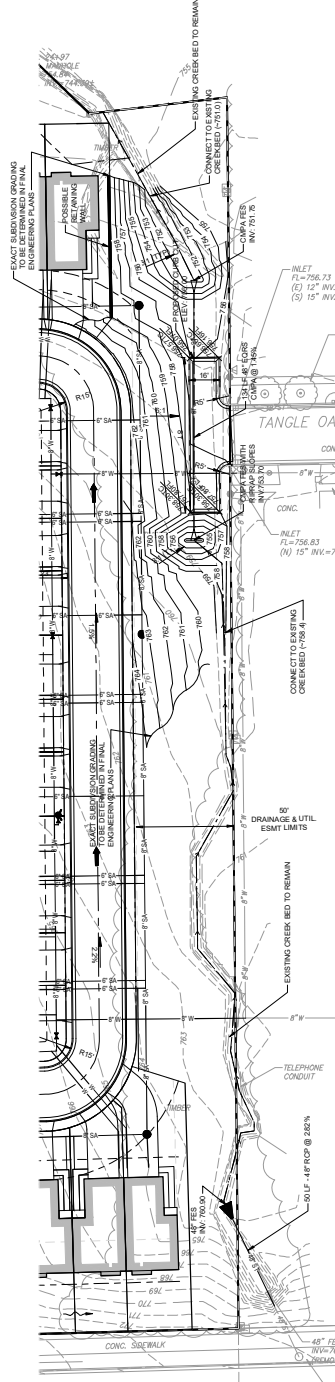
- 3:1 SIDE SLOPES & 7' FLAT BOTTOM @ 1.50% = 27.8"

CULVERT OVERTOPPING FLOWS

- 57" x 38" CORRUGATED METAL PIPE ARCH (48" EQUIVALENT ROUND SIZE) @ 1.45% OVERTOPS TURNAROUND (TOP OF CURB ELEV. 758.30) @ 96 CFS

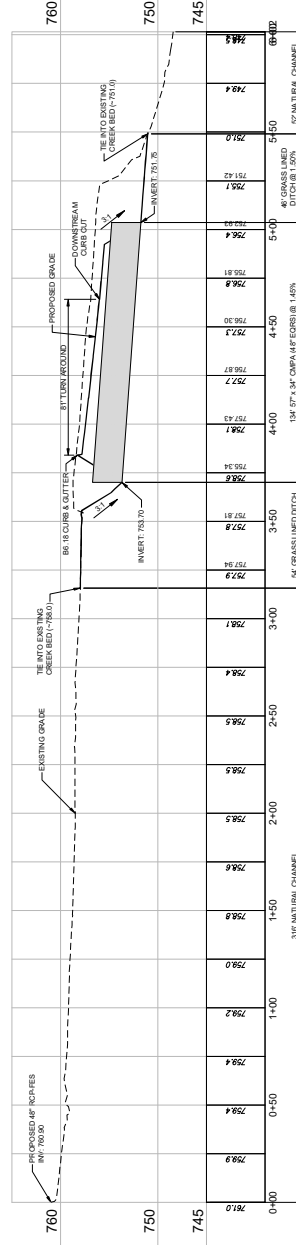
1 PROPOSED DITCH - DETAILS

SCALE: NOT TO SCALE



1 PROPOSED DITCH - PLAN

SCALE: 1" = 30'

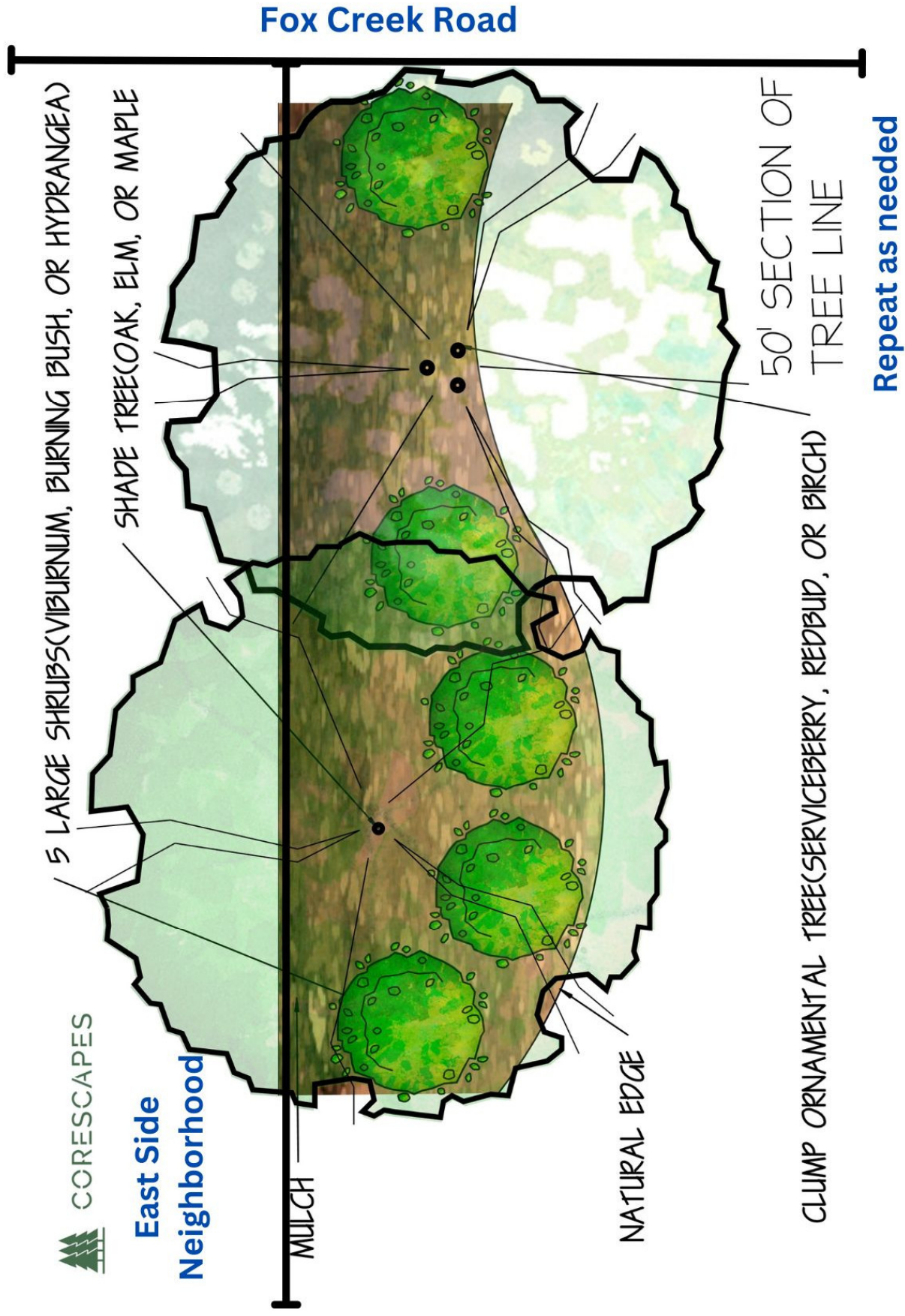


1 PROPOSED DITCH - PROFILE

SCALE: H: 1" = 30'; V: 1" = 6'

Ridgewood West Annexation Agreement (PIN: 21-18-153-009), Exhibit B, p. 3

Ridgewood West Landscaping Plan



Agreement Exhibit C
DRAFT COVENANTS

This document prepared by
and please return to:
David G. Armstrong
207 W. Jefferson St. Ste. 400
Bloomington, IL 61701

THE DECLARATION CONVENANTS, CONDITIONS, & RESTRICTIONS FOR
RIDGEWOOD WEST PLANNED UNIT DEVELOPMENT.

**A Residential Community with private streets and subject to both annual and
special assessments.**

THIS DECLARATION is made the ____ day of _____, 2025 by Rajkumar Thirupparkadal, as Manager of Aruthra, LLC, an Illinois Limited Liability Company, having its principal office at 1301 Shaunessey Dr. Bloomington, IL 61704, Mclean County, Illinois, hereinafter called "Owner" or "Developer".

WITNESSETH:

WHEREAS Owner owns real property described in Exhibit "A"; and

WHEREAS Owner desires to develop the property to include approximately 58 dwellings units consisting of single-family attached living units (sometimes referred to as Zero-Lot lines homes) and desires to regulate the common maintenance and control of the exterior of the units and the grounds even though in private ownership for the benefit of all the people living in the development; and to this end, desires to subject the real property to the covenants, restrictions, easements, charges and liens, set forth in this Declaration, each and all which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS Owner deems it advisable, for the efficient preservation of the amenities in said development and value of the property to create an agency to which shall be delegate and assigned the power and authority to maintain and administer the common properties, if any, regulate exterior maintenance and repair of living units and regulate the grounds, driveways and walks and to administer and enforce the covenants and restrictions governing, them, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, as are hereinafter provide; and

NOW, THEREFORE, Owner declares that real property described in Exhibit "A" hereto annexed, is and shall be held, transferred, sold, charges, assessments, obligations and liens (generally herein referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. Definitions. The following words and terms, when used in the Declaration, or any supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

- a) "Association" shall mean and refer to Ridgewood West Planned Unit Development Property Owners ("RWPUDPO"), which may be incorporated as an Illinois not for profit corporation.
- b) The "Properties" shall mean and refer to the property described in Exhibit "A".
- c) "Common properties" shall mean and refer to those areas of land so designated on any recorded subdivision plat of any part of the properties, or any property, buildings and facilities otherwise acquired by the Association by purchase, gift, lease, or otherwise, to be devoted to the common use and enjoyment of the owners of the Properties, if any.
- d) "Grounds" shall mean that portion of a lot not occupied by a living unit as constructed by the developer or as subsequently altered with the prior consent of the Association.
- e) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of any part of the properties, with the exception of Common properties as heretofore defined.
- f) "Living Unit" shall mean and refer to any portion of any building, situated upon the properties designed and intended for use and occupancy as a residence by a single family. "Living Unit" shall include, without limiting the term, each unit in any single family attached structure.
- g) "Member" shall mean every person with ownership interest in a lot.
- h) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any Lot situated upon the properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- i) "Ownership interest in a lot" shall mean the interest held by any joint owner, tenant in common, joint tenant, co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed- Deed in Escrow or comparable escrowed conveyance arrangement. Ownership interest in a lot shall exist in the instance where the real estate title is held in fee simple. A land trust, a corporation, a trust, an estate, a partnership, a limited liability company, or any other type of legally recognized entity which may exist.
- j) "Zero Lot Line Attached" shall mean and refer to a form of construction and ownership in which one living unit on a lot is attached to one or more other living units on separate lots by one or more common walls.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every person with an ownership interest in a lot, automatically and without further action, shall be a Member of the Association. The Developer shall have the authority to control and elect the Board of Directors for the Association until such time as 75% of the lots are transferred to third parties or have certificates of occupancy issued, whichever occurs first.

Section 2. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (e) of Section 1 of Article I) there shall exist the right to cast one vote. When more than one person holds an ownership interest in any lot, the vote for such lot shall be exercised as the co-owners among themselves determine. When co-owners cannot agree to exercise a vote, then their vote will not be counted.

Section 3. By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Directors pursuant to this Declaration and the By-laws set forth as Exhibit B.

ARTICLE III

Membership and Voting Rights in the Association.

Section 1. Association's Easements for Maintenance. Subject to the provisions of this Declaration and the rules and regulations of the Association, the Association shall have a right and easement in and over the grounds including each lot, except for the portion thereof occupied by a living unit, and such easement shall encumber the title to every Lot or interest therein. This easement right shall extend to and shall give the Association the right to require the owner thereof to maintain, alter and repair same.

ARTICLE IV

Covenant for Maintenance and Capital Improvements Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownerships interest in any lot in the Ridgewood West Development Property Owners Association, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agree to pay to the Association: (1) Annual Assessments; and (2) Special Assessments. Each such person shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of the Declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired title. The annual and special assessments of the Association, together which such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the lot and living unit against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who held such ownership interest at the time when the assessment fell due. In case of co-ownership of a lot or living unit, as of such co-owners of the lot or living unit shall be jointly and severally liable.

Section 2. Purpose of Assessments.

- A. The Annual Assessments levied by the Associations shall be used to maintain, repair, and replace the private streets and remove snow therefrom, to maintain, repair, and replace street lights, to maintain, repair, and replace street signs and subdivision identification signs, to maintain, repair and replace certain areas designated for common area parking, to pay liability and property damage insurance premiums on all insurance maintained by the Association or for the Common properties, and all other costs and expenses incidental to the operation and administration of the Association and its facilities. As used herein, a private street includes the sidewalk, and the public utilities contained within the private street right-of-way but does not include public utilities solely located on a lot. The Association

shall also maintain the ten-foot pedestrian access easement between Lots ____ and ____ of the subdivision leading to Westwood Park.

- B. The special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement of property maintained or controlled by the Association thereto.

Section 3. Budget preparation.

A. The Association's Role:

1. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:
 - i. The annual assessment of the Association by living unit, and
 - ii. Any special assessments of the Association by lot which assessments shall be payable in monthly or other intervals which may be irregular in terms of when payable, with right prepayment.
2. The annual budget shall be prepared and distributed to the owner of each living unit not less than 30 days prior to the date of its adoption.
3. The Association Board shall give at least 20, but not more than 30 days written notice of any Association Board meeting at which the proposed annual budget is to be adopted, increased, or new assessment established.
4. Annually, after the close of the Association's fiscal year, the Association Board shall supply the owner of each living unit itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by account, excess or deficit in each account, and the amount of reserves on hand by account.

Section 4. Period for Which Annual Assessments are Made. The period for which Annual Assessments of the Association are made shall be the twelve-month period extending from January 1 through the next succeeding December 31. The period for the first Annual Assessment shall be the period ending December 31, 2025.

Each Annual Assessment shall become due on or before the first day of February following the commencement of such Annual Assessment period. The Board of Directors of the Association may require the Annual Assessment to be paid in monthly installments, in advance or in arrears.

Annual assessments shall become due when a building permit is obtained or a Lot is transferred from the Developer to a third party, whichever occurs first. Assessments for any partial year shall be prorated.

Section 5. Assessments Prior to Association Administration. The Developer shall turn the management of the RWPUDPO upon seven five (75%) of the lots having building permits issued or a transfer from the Developer to a third party.

The Developer shall establish two accounts: a general maintenance account for the maintenance and upkeep of the property and a reserve account for large capital expenses. The Developer shall contribute an initial contribution of Thirty Thousand Dollars (\$30,000.00) to the reserve account on or before ____.

The initial assessment for any Lot shall be a contribution of One Hundred Dollars (\$100.00) per month to the general maintenance fund and Twenty Five Dollars (\$25.00) to the reserve fund for a total of One Hundred Twenty Five Dollars (\$125.00) per month.

The Developer shall be responsible for all maintenance costs for the RWPUDPO not covered by the general assessments until the RWPUDPO has been turned over to the Board of the RWPUDPO. No special assessments for maintenance or capital expenditures shall be allowed until after the RWPUDPO is turned over to the control of the Board of Directors of the RWPUDPO.

Section 6. Lists of Assessments, Notice of Assessments, Certificate as to Payment. The Board of Directors of the Association with respect to the Association shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of properties and all assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any Owner of a lot or owner of an interest therein.

The Association shall, upon further request of any Owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collections thereof as hereinafter provided, become a continuing of lien on the property against which it is levied, which lien shall bind such property in the hands of the then Owner, his, her, or its heir, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in the title unless expressly assumed by them.

If the assessment is not paid within (30) days after the due date, the assessment, together with interest thereon at the rate of twenty percent (20%) per annum may be enforced and collected by the Association, by the institution of an action by law against the Owner or Owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include, in addition to the assessment, interest, court costs, and attorney's fees.

Section 8. Exempt property. The following property subject to this Declaration shall be exempt from the assessment, charge, and lien created herein: (a) all Common properties as defined in Section 1 of Article I hereof.

Section 9. Removal of property. The Owner and or Developer shall each have the unilateral right and power to remove property from this Declaration of Covenants and Restrictions by recording a Memorandum describing the property removed.

ARTICLE V

Architectural Control Committee

Section 1. Creation. The Owner and or Developer shall create an Architectural Control Committee consisting of three members appointed by the Developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the Developer. When the Developer no longer owns any of the properties, the Architectural Control Committee shall become self-perpetuating, with vacancies filled by the Board of Directors of the Association.

Section 3. Review and Approval of Members' Plans and Specifications for Additions, Alterations or Changes to structures.

- A. No building, dwelling, wall, fence, enclosure, dog run, storage shed, playground and recreation equipment, swimming pool, antenna, satellite dish in excess of 24 inches in diameter, sidewalk, drive, tent, awning, sculpture, pole, hedge, tree, bush, garden, shrub, mass planting, or other structure or excavation shall be commenced, erected, planted on, or removed from the properties, nor shall any exterior addition to any such existing structure or change or alteration thereof, including painting or staining, be made until the plans and specifications thereof or showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate reference to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony and compatibility of the external design and location, with the surrounding structures and topography by the Architectural Control Committee.
- B. In approving or disapproving a Member's proposal, the Architectural Control Committee shall consider:
 - 1. The extent to which the proposal conforms to the Annexation Agreement;
 - 2. The extent to which the proposal conforms with this Declaration;
 - 3. The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby properties;
 - 4. The extent to which the proposal is consistent with and enhances the overall quality of the Ridgewood West Development Property Owners Association; and
 - 5. The extent to which the maintenance and repair of the alteration or improvement will increase Costs to the Association.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or any event, if no suit or other processing to enjoin or prevent the structure, addition, alteration or change has been commenced within thirty (30) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure. Addition, alteration, or charge. **A waiver as to one lot shall not be considered a waiver as to any other lot.**

- C. The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action the action taken by the Committee on such approval.

- D. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Committee or any agent of the Committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the development or any improvements thereon, for the purpose of ascertaining whether or not the provision herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
- E. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any member thereof, nor the Association, nor any subsidiary owners association, nor the Developer, nor the present owner of said real estate shall be in any way responsible or liable of any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the Association, or the present owner or developer of the properties.
- F. Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance holder in good faith in acting thereon.
- G. The provisions of this Section shall not apply to the Developer in the building of new structures on lots owned by the Owner or Developer.

ARTICLE VI

Exterior Maintenance.

Section 1. Routine (A) – Grounds. The Member shall provide for the care and maintenance of the Member's Lot. Care and maintenance shall include without limitation the following:

Lawn care for the yard within the Member's Lot,

Snow removal on sidewalks and driveways serving and adjacent to a Member's Lot

Landscaping maintenance and replacement on a Member's Lot,

The Mailbox serving the Member's Lot, if any, and

Maintenance of the Member's Living Unit.

Section 2. Necessary Exterior Repairs by Association Occasioned by Member's Neglect. Every Owner of a lot, or interest therein, by acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenant that he, she, or it will not permit the lot, living unit or anything in the living unit or on the grounds to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such

owner shall fail to so maintain his lot, living unit or other improvement thereon and such neglect, in the judgement of the Board of Managers/Directors of the Association, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the Developer, Board of Managers/Directors of the Association, or the Architectural Control Committee may give notice of such conditions to the Owner of the lot or living unit, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Owner of the lot, interest therein or living unit does not rectify the condition at the end of such period, the Developer, the Association, or Committee may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the lot or living unit upon which the services are Performed and shall be added to and become a part of the annual maintenance assessment or charge to which such lot or living unit is subject under Article V hereof, and as part of such assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in Article V hereof, except that payment for any work performed pursuant to this Section shall due upon presentation to the Owner, either in person or by regular mail, of the invoice thereof. Default in prompt and full payment within (10) days from the date the invoice is sent to the Member, shall entitle the Developer or the Association, or the Architectural Committee to twenty percent (20%) interest on the amount due from the date of the invoice, which interest shall also constitute a lien upon the lot or living unit and personal obligation to the owner thereof, which may be collected as other delinquent assessments.

Section 3. Access to the Association at Reasonable Hours. For the purpose of performing exterior maintenance, the Developer, the Association and Committee, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any lot, and after reasonable notice, enter any living unit within the Properties at reasonable times.

ARTICLE VII

Miscellaneous Services Authorized

Section 1. Services Which May be Performed at the Option of the Developer or Association – Procedure. The Developer shall have the right to make such improvements and provide such facilities in or on the grounds as it considers to be advantageous to the Properties and to the Owners of lots and living units within the properties, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by the Developer for the benefit of the Properties and the Owners of lots and living units therein. The Association may furnish such services as the Board of Directors of the Association from time to time by resolution may determine, which may include the following:

- A. To provide for the collection and removal of refuse, rubbish and garbage to each lot or living unit owner;
- B. To provide for the removal of snow, ice, leaves and debris from streets and/or sidewalks, parking areas and other public or quasi-public places;

- C. To provide for the repair, maintenance, replacement, or enhancement of ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to the Members generally;
- D. To maintain and operate, lights and lighting fixtures along the public streets, parks, parking areas, parkways, pedestrian ways, gateways and entrances, and such other public and quasi-public places where lighting may be deemed advisable by the Association, and not provided by the City;
- E. To maintain and, where necessary, (subject to approval of governmental officials, where required), provided signs for marking streets, giving directions, or warning of safety hazards;
- F. To maintain the irrigation; and
- G. To employ and compensate qualified personnel for the purpose of providing such services as the Association or its Board may deem necessary or desirable;

All such work by the Association shall be subject to review by the Architectural Control Committee.

ARTICLE VIII

Covenants for Common Areas

Public and Drainage Easements. Easements marked “public utility and drainage easement line” shall be kept free of structures, walls, fencing, plantings, and any materials which may interfere with drainage. In particular, easements noted on the record plats on lots 1-5 are subject to further restrictions. No modification to grading is permitted. Placement of temporary or permanent accessory structures, including fences, is prohibited within the easement. No plantings may be removed or added to the common area without approval of the Architectural Control Committee. No plantings shall be placed, planted or permitted to remain in any swale in such easement.

The RWPUDPO is responsible for the maintenance of the easement’s areas on their respective lots, including mowing and removal of any materials that may interfere with drainage, assuring unimpeded drainage across such easements. In the event of a breach of the covenant, the City of Bloomington and the RWPUDPO shall each, independently, be authorized to take any steps which either deems necessary to clean or re-grade the affected area in order to restore proper drainage and to change the costs thereof to the lot owner, and further, to file and enforce a lien against such lot for the amount of such changes as well as any administrative fees, court costs and reasonable attorney fees incurred by the City of Bloomington and the RWPUDPO or either of them.

Surface Water. Easements for surface drainage of stormwater are platted. No obstruction, diversion or change in the natural flow of surface water shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any other property. The RWPUDPO must accommodate incoming drainage flows in a manner so as to distribute storm water drainage in a reasonable manner to subservient owners so as to not interfere with the use of their properties. In a manner consistent with these requirements, the Ridgewood West Homeowners Association may redistribute storm water drainage on their respective lots for development purposes as long as drainage is not obstructed or unreasonably diverted.

Drainage Swales. No lot owner shall fill, grade, or obstruct drainage swales or roadside swales so as to negatively impact drainage flow in the subdivision. Breach of this covenants shall entitle the affected property owner, the City of Bloomington Road

District or the costs thereof. The City of Bloomington shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative fees and reasonable attorney fees incurred by the City of Bloomington pursuant thereof.

ARTICLE IX

Covenants and Use Restrictions Applicable to all Properties

- A. Except as otherwise specifically provided in Article IX with respect to Zero Lot Line Attached living units, the covenants and restrictions set forth in the Article shall apply to all properties;
- B. It is the intent and purpose of this covenants that living units shall be good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date those covenants are recorded. The minimum permitted living unit size being 1,000 square feet for any living unit.
- C. All structures shall be erected altered, placed or permitted to remain only in accordance with the City of Bloomington Municipal Code, except as specifically provided in the approved Planned Unit Development for the Ridgewood West Planned Unit Development.
- D. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.
- E. No sign of any kind shall be displayed to the public view on any lot except signs erected by the developer or used by a builder to advertise the property during the initial construction and sale period. No other sale or rent signs shall be permitted.
- F. No storage structure, garage satellite dish, playhouse, playground and recreation equipment, dog run or pen or other temporary or permanent structure shall be erected or maintained on any lot except with prior written approval of the Architectural Control Committee.
- G. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No pets shall be housed or kept outside the building on any lot.
- H. Automobile parking shall be provided on each lot with a minimum space to park at least two vehicles.
- I. No trailers, trucks, recreational vehicles, boats or other motor vehicles, except passenger cars, shall be parked on any lot of this subdivision for more the twenty-four (24) hours, unless said boat, trailer, trucks, recreational vehicle, or other motor vehicle is parked in garage. No such other vehicles shall be parked in common parking spaces at any time. Each owner shall at all times keep his respective living unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name other units of the dwelling structure as additional insured under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner upon request from another in the same structure or association shall deliver to said other owner or association a certificate evidencing such insurance coverage and evidence, or premium payment and that the policy remains in full force and effect. Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which

will increase the premium rate of insurance on the dwelling structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

- J. Each lot shall be used as a residence for a single-family home and for no other purpose.
- K. No industry, business (except for the business of Developer and the transferees of Developer in developing all of the lots), trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit.
- L. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view. Refuse must be stored indoors until the day of pickup, and must be placed in plastic garbage containers, trash compactor bags or heavy-duty plastic bags. All containers must be securely closed.
- M. The use and covering of the interior surfaces of the windows appurtenant to the units in the building, whether by draperies, shades, or other items visible from the exterior of the building, shall be subject to the rules and regulations of the Board.
- N. Nothing shall be done in any Unit or in, on or the Common Properties which will impair the structural integrity of any building or which would structurally change any building.
- O. No clothes, sheets, blankets. Laundry of any kind or other articles shall be hung out or exposed on any part of the Common Properties or in the subdivision. The Common Properties shall be kept free and clear of rubbish, debris and other unsightly materials which are on receptacles provided for such purposes.
- P. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Properties except that baby carriages, bicycles or other personal property may be stored in any common storage designed for that purpose, and recreational amenity, service and exclusive use areas may be used for their intended purposes.
- Q. Owners of recreation vehicles and trailers too large for storage in a garage should make appropriate arrangements for their storage elsewhere. They may not be parked on driveways, streets or Common Properties.
- R. Mini-bikes, trail bikes, snowmobiles and other non-licensed motorized vehicles are not to be driven on the Common Properties. Storage of these vehicles and their trailers must be in garages, not outside of units.
- S. Parking is not permitted on any street or common driveway.
- T. No pets shall be allowed to run loose on any property, and in order to protect the landscaping, pets should be walked in unlandscaped areas. Pets owners will be responsible for picking up after their animals.

ARTICLE X

Covenants and Use Restrictions Applicable to Lots Improved with Zero Lot Line Attached Housing.

1. General. The covenants and use restrictions set forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for Zero Lot Line Attached housing.
2. Easements.

A. For Utilities. The lots subject to the Article shall:

1. Be subject to utility easements of record.
2. The owner of any utility utilizing, or any other person, utilizing the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same condition as existed on the original date of occupancy.

B. For Encroachments.

In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or Lot, or if by reason of the ducts or conduits serving more than one living unit encroach and or shall thereafter encroach upon any part of any other living unit or Lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurs as a result of the willful conduct of said owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

C. Use and Occupancy Restrictions.

1. Interior Maintenance and Repair. The owner of each living unit shall be responsible for maintenance and/or repair of all of his or her living unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.
2. Exterior Appearance. The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with prior approval of the Architectural Control Committee; and in that event, with the work performed by the Association or contractor approved by the Association.
3. Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at times be considered partly walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits, originally located thereon, subject to the restrictions herein contained, to-wit:
 - A. No lot owner nor any successor in interest shall have the right to extend said party wall in any manner either length, height, or thickness.
 - B. No lot owner shall do anything to disturb the right of any other owner to use such party wall.

- C. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.
 - D. The foregoing provisions of this article notwithstanding, the owner of any living or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.
4. Obligation to Rebuild.

- A. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design and conformity with the exterior of the living units(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of total or substantial destruction of all the living units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.
- B. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph 6A of this Article, to perform the necessary repair or rebuilding, the Association, the owner(s) of the remainder of the dwelling structure or any unit owner therein shall, in a manner described in this covenant, be permitted to cause such repair or rebuilding be done by such firm, laborers, or materialmen as approved by the Association. The entity performing the work shall have a continuing lien of the living unit and lot and on which was such repairs or rebuilding are caused to be made or done in the aggregate amount of:
 - 1. The cost of repairs or rebuilding;
 - 2. Interest at the rate of 20% per annum from the date of payment of such costs; and
 - 3. Reasonable attorney's fees and any court costs or other expenses or charges incurred in connection therewith, with lien shall bind the

owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantee and any assigns. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding,

5. Common Obligations and Expenses. The owners of living units in a dwelling structure shall have the following obligations;
 - A. Utility Maintenance responsibility.
 1. Water. A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the unit owners.
 2. Sanitary Sewer & Waste Water Pipe.
 - a. Maintenance Responsibility shall be the owner of each dwelling structure.
 3. Others. As established at the time of initial installation or as the owners of all the living in a dwelling structure agree.
 - B. Emergency Repair. In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of dwelling unit so advised of such circumstances shall, if reasonably possible, notify other unit owner(s) of the same dwelling structure or association to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line, make the property weather tight or take other action to preserve life and property.
6. Assessments for Common Expenses.
 - A. A provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditure, of special assessments for emergency repairs or maintenance shall be determined by a vote of the Association. The purpose of such assessments, the amount thereof, and the method of payment shall be determined by a vote of the Association and shall be reduced to writing, provided however, the amount shall not be less than the minimum assessment budgeted by the Association.
 - B. As between unit owners in a dwelling structure, the obligation for assessments (both annual and special) shall be specifically enforceable.
7. Enforceability of Zero Lot Line Attached Covenants. In the event that a living unit owner fails to perform any obligations set forth in this Article, the remaining unit owner(s) in the same dwelling structure, and the Association may take action to enforce such obligation in the following manner;
 - A. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.
 - B. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the

Association, any subsidiary owner's association or the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these Covenants. If the alleged default is of the nature to require more prompt action, the notice period may be shortened to not less than five (5) provided the notice is personally delivered and the time so specified.

- C. Noticed hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S Mail, postage prepaid, to the address of such noticed party.
- D. In the event any work is performed or caused to be performed by the Association or a dwelling unit owner upon another owner's unit pursuant to the terms of the Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor of all such data and written evidence of the payment thereof, for which reimbursement is ought. Further, the entity performing on contracting for the performance of such remedial work shall be entitled to reimbursement thereof or as provided in these Covenants.
- E. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- F. Lots and Units owned by the Owner or Developer shall be exempt from the obligations, responsibilities, dues, fees, assessments, and other obligations of this Article.

ARTICLE XI

General Provisions.

Section 1. Duration. The Covenants and Restrictions set forth in the Declaration shall run with and bind all of the land included in the properties hereof, and shall insure to be benefit of and be enforceable by the Association, and the Owners of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representative, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the Mclean County Recorder of Deeds, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the Owners of the lots at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the secretary of the Association in writing if any changes of address.

Section 3. Amendment. Except as otherwise provided, including specifically as otherwise provided in Article IV Section 8, these covenants may be amended by the agreement of the following:

The Developer, provided it owns any part of the properties; and

Two-thirds (2/3) of the lot owners.

Any amendments shall be in writing and made of record by recording a copy thereof in the office of the McLean County Recorded of Deeds.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be in the exclusive authority of the Developer or the Ridgewood West Homeowner's Association and any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such Covenant or Restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages or may seek to enforce any lien created by this Declaration in any covenant herein contained or may take any other form authorized by law. Failure by the Association or any Owner or Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, section, subsection, sentence, clause, phrase, or terms of the Declaration be declared to be void, invalid, illegal, and unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and subject matter hereof, such judgement shall in no way affect the other provision hereof which are hereby declared to be severable, and which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner and the Developer, have cause this instrument to be executed the day and year first above written, pursuant to authorization by the beneficiary.

OWNER:

DEVELOPER:

State of Illinois)
) SS.
County of McLean)

I, the undersigned, a notary public in and for the above county and state, certifies that _____, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witnesses in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Subscribed and sworn to before me
this _____ day of _____, 2025.

State of Illinois)
) SS.
County of McLean)

The undersigned, a notary public in and for the above county and state, certifies that _____, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the witnesses in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Subscribed and sworn to before me
this _____ day of _____, 2025.

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

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

PUBLICATION DATES:

Dec. 23, 2024

NOTICE ID: m29tXVEoPPCeSrmpnDuH

PUBLISHER ID: COL-8000925

NOTICE NAME: Copy Z-11-24

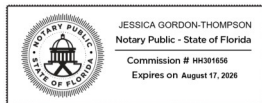
Publication Fee: 321.42

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

(Signed) Laquansay Nickson Watkins

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: 12/24/2024

J. Thompson

Notary Public

Notarized remotely online using communication technology via Proof.

BLOOMINGTON CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-11-24

Notice is hereby given that the Bloomington City Council will hold a public hearing on Monday, January 13, 2025, at 6:00 PM, on a request submitted by Aruthra, LLC, (1301 Shaunessey Dr.), for approval of an Annexation Agreement, from County R-2 (Two-Family) District to City R-2 (Mixed Residence) District, pertaining to property generally located north of the intersection of Fox Creek Road and St. Ivans Circle, consisting of approximately 6.57 acres, legally described as: A part of Lots 10 and 11 in the Subdivision of the Northwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat recorded in Book 2A of Plats at page 92, McLean County, Illinois more particularly described as follows: Beginning at the Southwest Corner of said lot 11. From said Point of Beginning, thence north 733.95 feet along the West Line of said Lot 11 to the Southwest Corner of Lot 27 in Westwood Subdivision in said Northwest Quarter; thence east 300 feet along the South Lines of Lots 27 and 26 in said Westwood Subdivision which form an angle to the left of 90°-02' with the last described course to the Southeast Corner of said Lot 26; thence southeast 84.98 feet along the Southwest Line of Lot 25 in said Westwood Subdivision which forms an angle to the left of 134°-56' with the last described course; thence Northeast 71.25 feet along a line which forms an angle to the left of 230°-51' with the last described course to the East Line of said Lot 10; thence South 675.58 feet along said East Line which forms an angle to the left of 83°-43'-30" with the last described course to the Southeast Corner of said Lot 10; thence West 425.35 feet along the South Lines of said Lots 10 and 11 which form an angle to the left of 91°-10' with the last described course to the Point of Beginning, in McLean County, Illinois, except the south 43.00 feet thereof (PIN: 21-18-153-009). Those wishing to provide testimony must appear in person or by a duly authorized agent or attorney. The meeting packet will be available prior to the hearing on the City's website www.bloomingtonil.gov. Questions may be directed to (309) 434-2226 ext. 5 or 115 E. Washington St., Ste 201. Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 or mhurt@cityblm.org. 12/23 COL-8000925

ANNEXATION AGREEMENT & PETITION
RIDGEWOOD WEST
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation Agreement & Petition on the Bloomington Township Fire Protection District, McLean County Unit 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, Bloomington-Normal Water Reclamation District, and Heartland Community College District 540, by placing the Notices in an envelope addressed and with postage fully prepaid; depositing the Notices in envelopes in the United States Post Office at Bloomington, Illinois, at or about 11:50 a.m. on 12/11, 2024, and the Notices were sent certified mail, return receipt requested.

True and correct copies of the Notices are attached hereto and incorporated as Exhibit "A". The notices were sent to the mailing list attached hereto and incorporated as Exhibit "B".



Alissa Pemberton, City Planner

Subscribed and sworn to before me this
11TH of DECEMBER 2024.


Notary Public



EXHIBIT A

NOTICE

TO: Chief of Bloomington Township Fire Protection District
President of Bloomington Township Fire Protection District
Trustees of Bloomington Township Fire Protection District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Bloomington Township Fire Protection District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
apemberton@cityblm.org

Responses and Inquiries to:
David G. Armstrong
WOOD, DEVARY & ARMSTRONG P.C.
207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Superintendent of McLean County Unit 5 School District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the McLean County Unit 5 School District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:

Alissa Pemberton

City Planner, City of Bloomington, IL

115 E. Washington Street, Ste. 201

Bloomington, IL 61701

(309) 434-2448

apemberton@cityblm.org

Responses and Inquiries to:

David G. Armstrong

WOOD, DEVARY & ARMSTRONG P.C.

207 W. Jefferson Street, Suite 400

Bloomington, IL 61701

(309) 827-0044

darmstrong@wdalawyers.com

NOTICE

TO: President of Golden Prairie Public Library District
 Vice President of Golden Prairie Public Library District
 Secretary/Treasurer of Golden Prairie Public Library District
 Trustees of Golden Prairie Public Library District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Golden Prairie Public Library District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/19/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:
 Alissa Pemberton
 City Planner, City of Bloomington, IL
 115 E. Washington Street, Ste. 201
 Bloomington, IL 61701
 (309) 434-2448
 apemberton@cityblm.org

Responses and Inquiries to:
 David G. Armstrong
 WOOD, DeVARY & ARMSTRONG P.C.
 207 W. Jefferson Street, Suite 400
 Bloomington, IL 61701
 (309) 827-0044
 darmstrong@wdalawyers.com

NOTICE

TO: Trustees of Bloomington Township
Supervisor of Bloomington Township
Clerk of Bloomington Township

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

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PIN: 21-18-153-009

This property is or may be in the **Bloomington** Township.

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Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
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207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Commissioner of Bloomington Township Highway Commission

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Bloomington Township Highway Commission.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:

Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
apemberton@cityblm.org

Responses and Inquiries to:

David G. Armstrong
WOOD, DEVARY & ARMSTRONG P.C.
207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Executive Director of Bloomington-Normal Airport Authority

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

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PIN: 21-18-153-009

This property is or may be in the Bloomington-Normal Airport Authority.

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Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton
Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
apemberton@cityblm.org

Responses and Inquiries to:
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207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Executive Director of Bloomington-Normal Water Reclamation District

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

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PIN: 21-18-153-009

This property is or may be in the Bloomington-Normal Water Reclamation District.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

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Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton

Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
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Bloomington, IL 61701
(309) 434-2448
apemberton@cityblm.org

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207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

NOTICE

TO: Heartland Community College District 540

RE: Proposed Annexation

PLEASE TAKE NOTICE that a request for Annexation requesting the approval of an **Annexation Agreement & Petition** of the following described parcel of land has been filed with the City Clerk of the City of Bloomington, Illinois, a municipality:

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF 90°-02' WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF 134°-56' WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 230°-51' WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF 83°-43'-30" WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF 91°-10' WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

This property is or may be in the Heartland Community College District 540.

This written Notice is being served upon you, pursuant to City Code and/or State statute (65 ILCS 5/7-1-1), more than ten (10) days before any action is taken on an Agreement or Petition for Annexation.

This action will be considered before the Bloomington City Council on January 13, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 12/9/24

Aruthra, LLC

By: Alissa Pemberton
Alissa Pemberton, Case Manager

Prepared by:
Alissa Pemberton
City Planner, City of Bloomington, IL
115 E. Washington Street, Ste. 201
Bloomington, IL 61701
(309) 434-2448
apemberton@cityblm.org

Responses and Inquiries to:
David G. Armstrong
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207 W. Jefferson Street, Suite 400
Bloomington, IL 61701
(309) 827-0044
darmstrong@wdalawyers.com

EXHIBIT B
MAILING LIST

Bloomington Township Fire Protection District

Tom Willan, Chief
14880 Old Colonial Rd
Bloomington, IL 61705

David Owens, President
14880 Old Colonial Rd
Bloomington, IL 61705

Dale Herring, Trustee
14880 Old Colonial Rd
Bloomington, IL 61705

McLean County Unit District No. 5 School District

Kristen Kendrick- Weikle, Superintendent
1809 W. Hovey
Normal, IL 61761

Golden Prairie Public Library District

Ary Anderson, President
205 E. Olive Street
Bloomington, IL 61701

Jim Russell, Vice President
205 E. Olive Street
Bloomington, IL 61701

Kathy Vroman, Secretary/Treasurer
205 E. Olive Street
Bloomington, IL 61701

Patti Salch, Trustee
205 E. Olive Street
Bloomington, IL 61701

Ruth Novosad, Trustee
205 E. Olive Street
Bloomington, IL 61701

Stephanie Walden, Trustee
205 E. Olive Street
Bloomington, IL 61701

Stephen Peterson, Trustee
205 E. Olive Street
Bloomington, IL 61701

Bloomington Township

David Mier, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Gary Pearl, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Mark Yontz, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Christopher Witte, Trustee
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Jennifer Capodice, Supervisor
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Jennifer Vericella, Clerk
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Bloomington Township Highway Commissioner

Rodney Boester, Highway Commissioner
Bloomington Township Building
2501 Fox Creek Rd
Bloomington, IL 61705

Bloomington-Normal Airport Authority

Carl Olson, Executive Director
Bloomington-Normal Airport Authority
3201 CIRA Drive, Suite 200

Bloomington, IL 61704

Bloomington-Normal Water Reclamation District

Tim Ervin, Executive Director
Bloomington-Normal Water Reclamation District
2015 W. Oakland Avenue
Bloomington, IL 61701

Heartland Community College District 540

Dr. Keith Cornille, President
1500 West Raab Road
Normal, Illinois 61761

9171 9690 0935 0309 9015 24

9171 9690 0935 0309 9017 15

9171 9690 0935 0309 9017 08

9171 9690 0935 0309 9016 92

9171 9690 0935 0309 9016 54

9171 9690 0935 0309 9016 85

9171 9690 0935 0309 9016 78

9171 9690 0935 0309 9016 61

9171 9690 0935 0309 9015 86

9171 9690 0935 0309 9016 09

9171 9690 0935 0309 9015 93

9171 9690 0935 0309 9016 47

9171 9690 0935 0309 9016 30

9171 9690 0935 0309 9016 23

9171 9690 0935 0309 9016 16

9171 9690 0935 0309 9015 79

9171 9690 0935 0309 9015 62

9171 9690 0935 0309 9015 48

9171 9690 0935 0309 9015 55

9171 9690 0935 0309 9015 17

9171 9690 0935 0309 9015 31

ORDINANCE NO. 2025 - _____

AN ORDINANCE ANNEXING PROPERTY GENERALLY LOCATED NORTH OF THE INTERSECTION OF FOX CREEK ROAD AND ST. IVANS CIRCLE, CONTAINING 6.5 ACRES, MORE OR LESS, APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE R-2 (MIXED RESIDENCE) DISTRICT, APPROVING A SPECIAL USE PERMIT FOR SINGLE-FAMILY ATTACHED DWELLINGS IN THE R-2 (MIXED RESIDENCE) DISTRICT, AND APPROVING A WAIVER OF THE SUBDIVISION CODE (CH. 24), PIN: 21-18-153-009

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition requesting Annexation of approximately 6.5 acres of property located north of the intersection of Fox Creek Road and St. Ivans Circle, legally described in Exhibit A ("PROPERTY"); and

WHEREAS, said Petition included an Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of Farnsworth Group, Inc., on July 24, 2024 (Exhibit B); and

WHEREAS, the Property is already the subject of an Annexation Agreement ("AGREEMENT"), approved by City Council on January 13, 2025; and

WHEREAS, said AGREEMENT includes approval for a Zoning Map Amendment to the R-2 (Mixed Residence) District, upon annexation; and

WHEREAS, the Zoning Board of Appeals ("ZBA"), after proper notice was given, conducted a public hearing on a request for a Special Use Permit for Single-Family Attached (Townhouse) Dwellings in the R-2 (Mixed Residence) District, for the Ridgewood West Planned Unit Development Subdivision, depicted in concept in Exhibit C; and

WHEREAS, the ZBA, following said public hearing, made findings of fact that all standards for approval of such Special Use Permit are met, as required by § 44-1707; and

WHEREAS, the ZBA voted to recommend that the City Council approve such Special Use Permit; and

WHEREAS, said AGREEMENT includes approval for a Special Use Permit for Single-Family Attached Dwellings in the R-2 (Mixed Residence) District, for the Ridgewood West Planned Unit Development Subdivision, with an extended timeline for automatic revocation; and

WHEREAS, said AGREEMENT includes a waiver of the City Subdivision Code (Ch. 24) in instances of conflict with the provisions of the City Zoning Code (Ch. 44); and

WHEREAS, the notices required by Section 7-1-1 of the Municipal Code (65 ILCS 5/7-1-1) have been provided to the appropriate parties and an Affidavit of proof thereof submitted; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Annexation, Zoning Map Amendment, and Special Use Permit.

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

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

SECTION 2. That the request for Annexation of approximately 6.5 acres of property, legally described in Exhibit A and depicted in Exhibit B, is hereby approved, subject to minor technical modifications.

SECTION 3. A Zoning Map Amendment from (County) R-2 (Two Family Residential) District to the (City) R-2 (Mixed Residence) District for the Property, legally described in Exhibit A and depicted in Exhibit B, is hereby approved.

SECTION 4. A Special Use Permit for Single-Family Attached Dwellings in the R-2 (Mixed Residence) District, for the Ridgewood West Planned Unit Development Subdivision, depicted in Exhibit C, with an extended timeline for automatic revocation, notwithstanding the provisions of § 44-1707K of the City Code, of five (5) years, is hereby approved.

SECTION 5. A waiver of any provision of the City Subdivision Code (Ch. 24) specifically related to Planned Unit Developments (PUDs) is hereby granted in instances where such provision conflicts with the provisions of the City Zoning Code (Ch. 44), for the subject Property.

SECTION 6. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. 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 9. This Ordinance shall be effective immediately after its approval and publication as required by law, following the effectiveness of Resolution No. 2025-_____, a Resolution Authorizing an Annexation Agreement with Aruthra, LLC, for Property Generally Located North of the Intersection of Fox Creek Road and St. Ivans Circle, PIN 21-18-153-009, and execution of the Agreement approved therein.

PASSED this 13th day of January 2025.

APPROVED this _____ day of January 2025.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A PART OF LOTS 10 AND 11 IN THE SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN BOOK 2A OF PLATS AT PAGE 92, MCLEAN COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11. FROM SAID POINT OF BEGINNING, THENCE NORTH 733.95 FEET ALONG THE WEST LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER OF LOT 27 IN WESTWOOD SUBDIVISION IN SAID NORTHWEST QUARTER; THENCE EAST 300 FEET ALONG THE SOUTH LINES OF LOTS 27 AND 26 IN SAID WESTWOOD SUBDIVISION WHICH FORM AN ANGLE TO THE LEFT OF $90^{\circ}-02'$ WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE SOUTHEAST 84.98 FEET ALONG THE SOUTHWEST LINE OF LOT 25 IN SAID WESTWOOD SUBDIVISION WHICH FORMS AN ANGLE TO THE LEFT OF $134^{\circ}-56'$ WITH THE LAST DESCRIBED COURSE; THENCE NORTHEAST 71.25 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF $230^{\circ}-51'$ WITH THE LAST DESCRIBED COURSE TO THE EAST LINE OF SAID LOT 10; THENCE SOUTH 675.58 FEET ALONG SAID EAST LINE WHICH FORMS AN ANGLE TO THE LEFT OF $83^{\circ}-43'-30''$ WITH THE LAST DESCRIBED COURSE TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE WEST 425.35 FEET ALONG THE SOUTH LINES OF SAID LOTS 10 AND 11 WHICH FORM AN ANGLE TO THE LEFT OF $91^{\circ}-10'$ WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS, EXCEPT THE SOUTH 43.00 FEET THEREOF.

PIN: 21-18-153-009

Preliminary Plan
 NOT FOR CONSTRUCTION

PROJECT: ARUTRA LLC

RIDGEWOOD WEST

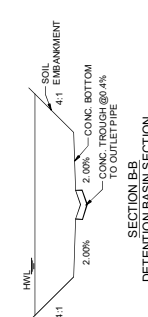
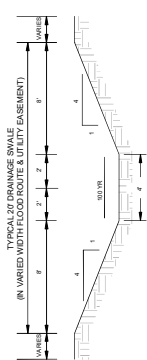
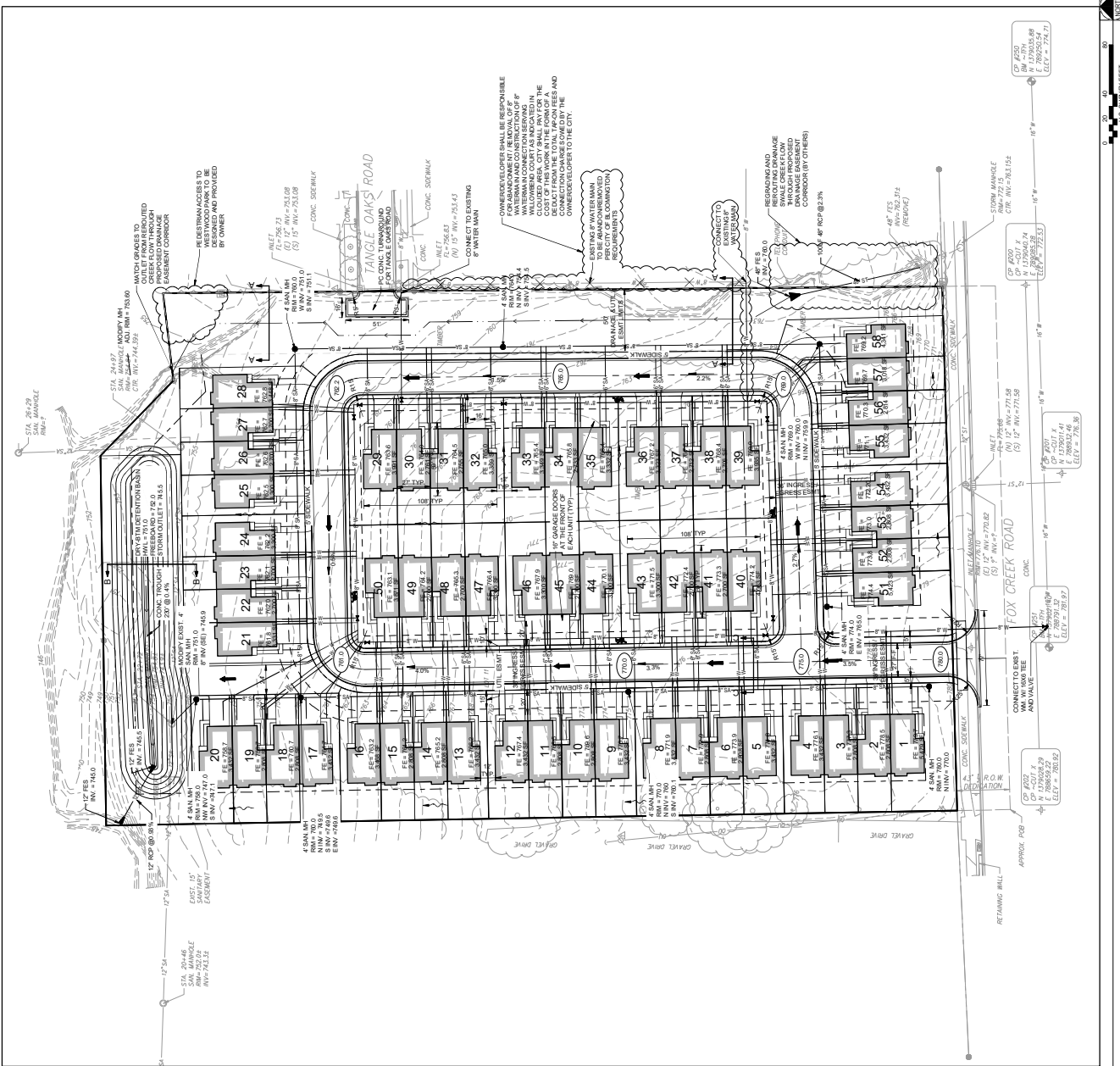
BLOOMINGTON, IL

DATE:	07/02/2024
DESIGNED:	SPI
DRAWN:	SPI
REVIEWED:	CNF
FIELD BOOK NO.:	BM3427
FIELD FILE:	

CONCEPT PLAN - OVERALL

C2.0

PROJECT NO.: 0240889.00



CONCEPT PLAN - OVERALL
 SCALE: 1" = 40'



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 655-6437 / info@fng.com

www.fng.com
Engineers | Architects | Scientists
www.fng.com
www.fng.com

DATE: DESCRIPTION:

Preliminary Plan
NOT FOR CONSTRUCTION

PROJECT
ARUTHRA LLC

RIDGEWOOD WEST

BLOOMINGTON, IL

DATE: 12/20/2024
DESIGNED: KAA
DRAWN: KAA
REVIEWED: CNF
FIELD BOOK NO.:
SHEET TITLE:

CONCEPT PLAN -
DITCH

SHEET NUMBER:

EXH1

PROJECT NO.: 0240389.00

340

PROPOSED DITCH CAPACITY CALCULATIONS

EXISTING 48" RCP MAX CAPACITY @ 2.33% = 220 CFS

TRAPEZOIDAL DITCH FLOW DEPTHS

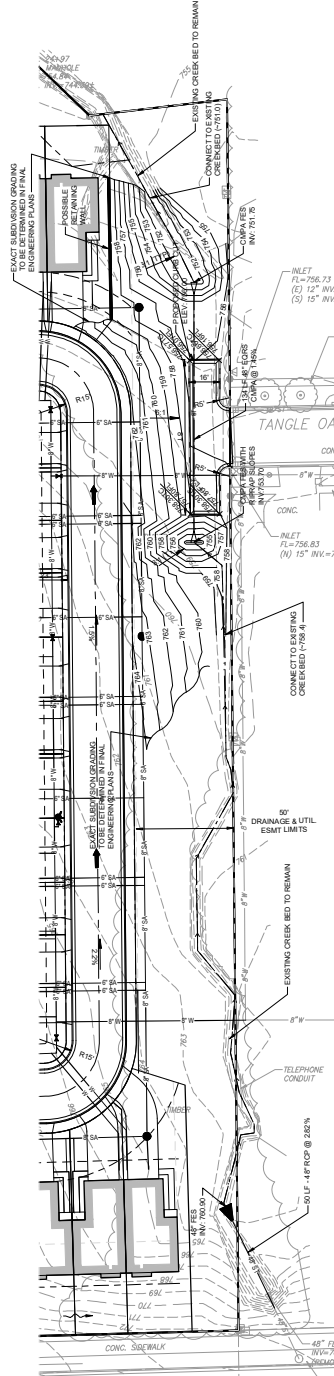
- 3:1 SIDE SLOPES & 7' FLAT BOTTOM @ 1.50% = 27.8"

CULVERT OVERTOPPING FLOWS

- 57" x 38" CORRUGATED METAL PIPE ARCH (48" EQUIVALENT ROUND SIZE)
@ 1.45% OVERTOPS TURNAROUND (TOP OF CURB ELEV. 758.30) @ 96 CFS

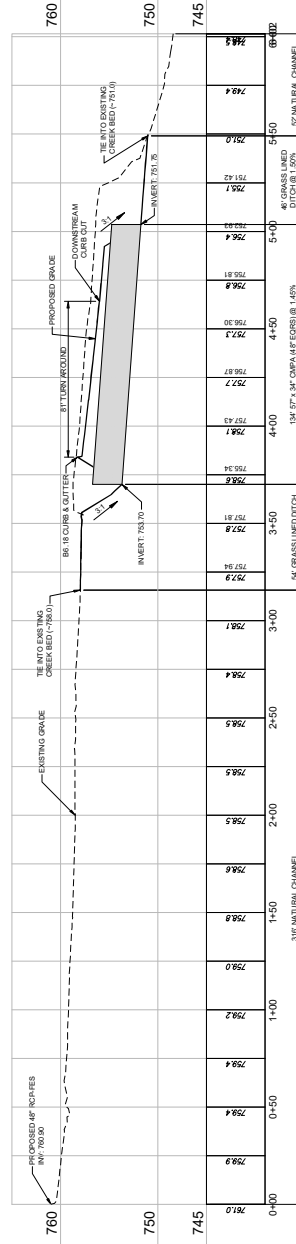
1 PROPOSED DITCH - DETAILS

SCALE: NOT TO SCALE



1 PROPOSED DITCH - PLAN

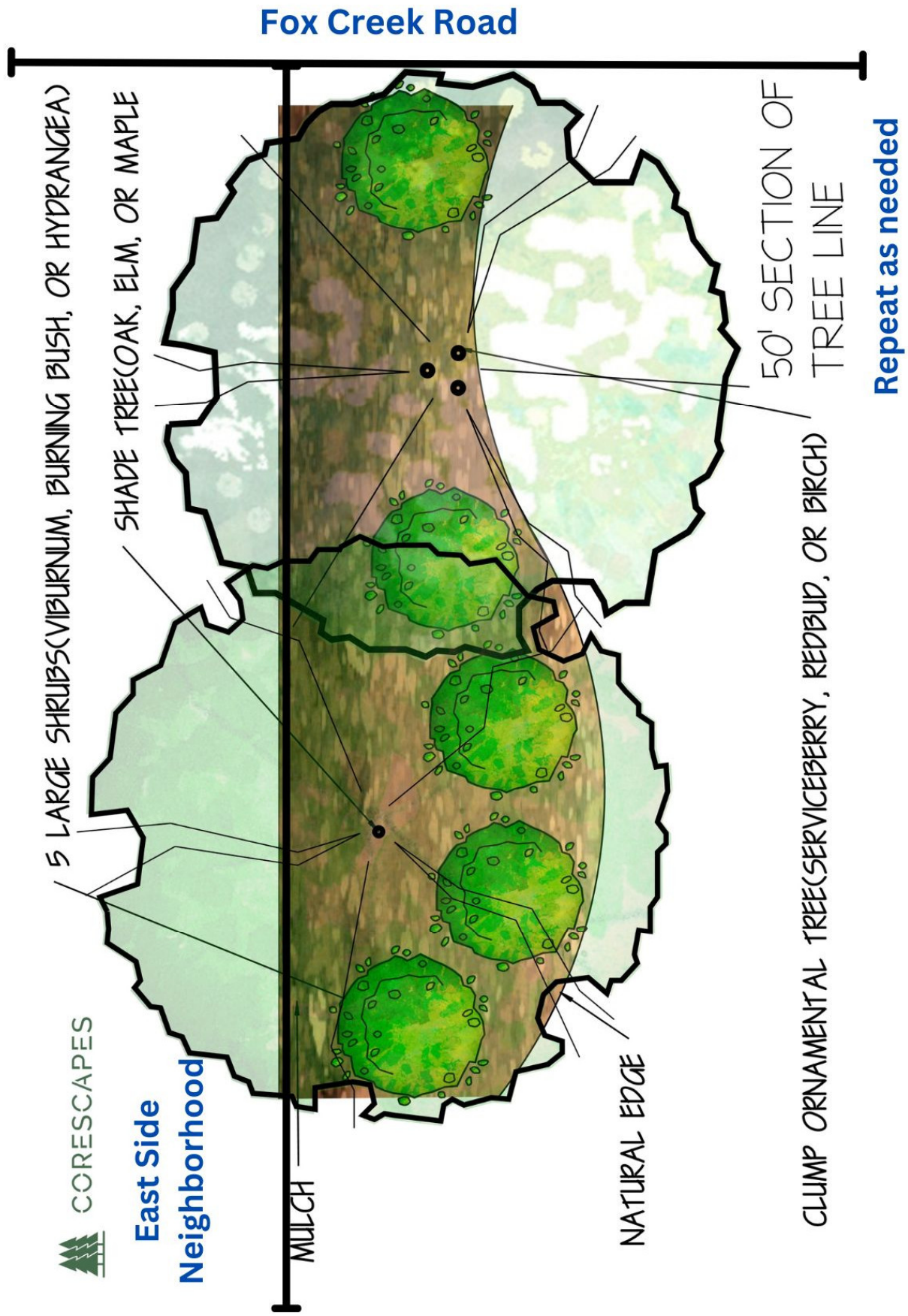
SCALE: 1" = 30'



1 PROPOSED DITCH - PROFILE

SCALE: H: 1" = 30'; V: 1" = 6'

Ridgewood West Landscaping Plan



LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State, or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: 2002**Amount:** \$ 354,479.15**Date:** 12/05/2024

Tyler Technologies, Inc.

Description of item/services:

Annual software license maintenance and support covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system.

Justification:

In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resources, Community Development, Utility Billing, and inventory functionality (among others) city-wide. As such, it is critical to keep software maintenance, support, and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS directly from Tyler Technologies.

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

Craig McBeath



12/6/2024 | 3:23 PM CST

(Name & Signature of Department Director or Designee **Approving**)**Date****SECTION C –TO BE COMPLETED BY THE PROCUREMENT OFFICE:**

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

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

Do not concur for the following reason(s):

Click or tap here to enter text.

Carla Murillo



12/9/2024 | 11:14 AM CST

(Name & Signature of Purchasing Agent or Designee)

Date