

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JULY 28, 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 - Dan Brady

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Micheal Mosley
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Mike Straza
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Abby Scott

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, JULY 28, 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**
- 6. Public Hearings**
 - A. Public Hearing on an Annexation Agreement with Kieser Farms, for Property Commonly Known as 502 Lutz Road, Consisting of Approximately 74.5 acres (PIN: 21-20-200-003), as requested by the Development Services Department. (Recommended Motion: None; Presentation and Public Hearing only.) (Presentation by Kelly Pfeifer, Development Services Director, 3 minutes.)
- 7. 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.
- 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 on Approving the June 23, 2025 Regular City Council Meeting Minutes, 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 \$11,854,033.82, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - C. Consideration and Action on a Resolution Approving 1) the Purchase of one Vactor Truck for the Public Works Department, from COE Equipment, Inc., in the Net Amount of \$499,953.51; and 2) the Authorization to Dispose of a 2016 Kenworth T440 Truck (Unit S41) as a Trade-In Valued at \$85,293.08, as requested by the

Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

- D. Consideration and Action on a Resolution Approving (1) the Purchase of Two Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment, in the Amount of \$ 347,868; (2) the Purchase of Two Crane Carrier Model LDT2 2026 chassis from Alltrux Holding, in the Amount of \$415,367.92; and (3) Authorization to Trade in Two Crane Carrier LGT2-26 2020 Automated Collection Trucks that are Surplus for a Credit of \$145,000 for a Total Cost of \$763,235.92 for Two Complete Automated Collection Trucks, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- E. Consideration and Action on a Resolution Approving the Purchase of Three Police Interceptor Utility Vehicles (Bid #2025-06), from Terry's Ford, for the Police Department, in the Amount of \$137,475, 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 Spheros Environmental Parent Group, Inc., for Cyanotoxin Management and Response Plan, in the Amount of \$74,500, as requested by the Water Department. *(Recommended Motion: The proposed Resolution be approved.)*
- G. 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.)*
- H. Consideration and Action on an Ordinance Approving a Zoning Map Amendment to the R-2 (Mixed Residence) District, for the Property Located at 804 N. Clinton Street (PIN: 21-04-232-013), as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and Action on an Ordinance Designating a Local Landmark, and Approving a Zoning Map Amendment to Add the S-4 (Historic Preservation District) Overlay, for The Daily Pantagraph Building and the Property at 301 W. Washington Street, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Transitional Yard Clarification, Vehicle Fueling, Automobile Services Station, and Vehicle Repair and Service Permissions and Provisions; Prior Omission of Assisted-Living Facilities Permission; and Administrative Procedures, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Practical Buildability in Mixed- and Multiple-Family Residential Districts, as requested by the Development Services Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and Action on an Ordinance Approving Text Amendments to the

Zoning Code of the City of Bloomington [Chapter 44] Relating to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

9. Regular Agenda

- A. Consideration and Action on (1) a Resolution Authorizing an Annexation Agreement with Kieser Farms, for Property Commonly Known as 502 Lutz Road, PIN: 21-20-200-003; and (2) an Ordinance Annexing Property Commonly Known as 502 Lutz Road, Containing 74.5 Acres, More or Less, Approving Zoning Map Amendments for Said Property to the A (Agricultural) District and R-3A (Multiple-Family Residence) District, PIN: 21-20-200-003, as requested by the Development Services Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.) (Presentation by Kelly Pfeifer, Development Services Director, 3 minutes; and City Council Discussion, 5 minutes.)
- B. Consideration and Action on an Ordinance Approving Amendment #1 to the Intergovernmental Revenue Sharing Agreement Between the County of McLean, the City of Bloomington, and the Town of Normal and Amending § 39-1104 of the Bloomington City Code, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City manager, 10 minutes; and City Council Discussion, 10 minutes.)
- C. Consideration and Action on an Ordinance Approving Amendment #2 to the Intergovernmental Revenue Sharing Agreement Between the County of McLean, the City of Bloomington, and the Town of Normal, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City manager, 3 minutes; and City Council Discussion, 10 minutes.)
- D. Consideration and Action on an Ordinance Addressing Temporary Parking Needs Including Authorizing the City Manager to Execute Short-Term Agreements for Temporary Parking, to Adjust Downtown Parking Rates, and to Temporarily Modify On-Street Parking Regulations, as requested by the Administration Department. (Recommended Motion: The proposed Ordinance be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 5 minutes.)

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

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.



PUBLIC HEARINGS ITEM NO. 6.A.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: Ward 2

SUBJECT: Public Hearing on an Annexation Agreement with Kieser Farms, for Property Commonly Known as 502 Lutz Road, Consisting of Approximately 74.5 acres (PIN: 21-20-200-003), as requested by the Development Services Department.

RECOMMENDED MOTION: None; Presentation and Public Hearing only.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Applicant seeks approval of an Annexation Agreement, including Zoning Map Amendments, to facilitate 1) the future redevelopment of an approximately 5-acre tract at the southwest corner of S. Morris Ave. and Lutz Rd., and 2) the construction of a Solar Energy Conversion Facility (a/k/a a Solar Farm) as an interim use until public water main and sanitary sewer connection becomes more proximate to the southern portion of the Property.

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:

- The requested zoning for the bulk of the property is City "A (Agriculture) District" and is appropriate for this property that not near existing (or the planned extension of) public infrastructure.
- The requested zoning for the 5-acre tract is City "R-3A (Multiple-Family) District" and is appropriate for this property that is currently serviceable by city water and sewer, as well as accessible by appropriate transportation infrastructure.
- 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 and building process(s).
- No requests or approval for waivers or variances are included in the Agreement. Clarifications and agreements are included, and the decommissioning compliance pathway substituted for the ease of future project administration by staff and tracking by the public.

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

On July 2, 2025, the **Planning Commission** held a public hearing, on case Z-04-25, and voted **6-0-0 to recommend approval** of the Annexation Agreement and Zoning Map Amendment. No testimony was provided in opposition to the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on June 6, 2025. Courtesy notices were mailed to 31 property owners within 500 feet of the subject property.

Notice of this action before the City Council, by Certified Mail, was sent to the following parties on July 8, 2025: Bloomington Township Fire Protection District, Golden Prairie Public Library District, Bloomington Township, and Bloomington Township Highway Commission. Additionally, the notice for this public hearing at the City Council was published in *The Pantagraph* on July 10, 2025.

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

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Planning Manager

ATTACHMENTS:

[DSD 1B Annexation Agreement](#)

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

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

ANNEXATION AGREEMENT

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 (CITY), **Ronald D Kieser, Duane Kieser, and Joseph Kieser**, as individuals, including their successors or assigns, hereinafter collectively referred to as "Owner" (OWNER), and **AES Kieser Solar, LLC**, a Delaware limited liability company (DEVELOPER) enter into this Annexation Agreement (AGREEMENT) for the annexation of Property (as defined below) into the City.

WHEREAS, OWNER is the owner of approximately **74.52 acres**, less public right-of-way, with frontage on **Lutz Road and South Morris Avenue**, commonly described as 502 Lutz Road, legally described in Exhibit A (PROPERTY), attached hereto and incorporated herein by this reference; and

WHEREAS, OWNER granted DEVELOPER an exclusive option to lease a portion of the PROPERTY for the development, construction, and operation of a solar electric generating facility project (PROJECT); and

WHEREAS, DEVELOPER has submitted a concept plan (PLAN) for the subdivision and development of the PROPERTY, depicted as Exhibit B, attached hereto and made a part hereof by this reference, showing how they propose to develop the PROPERTY for the PROJECT; and

WHEREAS, the OWNER is desirous of having the PROPERTY annexed to the CITY to enable the development, construction, and operation of the PROJECT, and the CITY is desirous of annexing said PROPERTY; and

WHEREAS, said PROPERTY is not within the corporate limits of any municipality, but is contiguous to the CITY; and

WHEREAS, the OWNER is desirous of having Tract A of said PROPERTY zoned **A (Agricultural) District**, Tract B of said PROPERTY zoned **R-3A (Multiple-Family Residence) District**, and Tract C of said PROPERTY zoned **A (Agricultural) 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 July 2, 2025; and,

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

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council approve this AGREEMENT and Zoning Map Amendment; 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, as amended, 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, OWNER, and DEVELOPER agree as follows:

1. ANNEXATION PETITIONS.

OWNER, subject to the terms and conditions set forth in this AGREEMENT, will petition the CITY, requesting annexation of the PROPERTY, or portions thereof, to the City's corporate limits, after approval and execution of this AGREEMENT. The CITY shall publicize and give such notices and conduct such public hearings as are required to annex the PROPERTY, including specifically, public hearings on this AGREEMENT conducted after notice as required by law and ordinance.

2. ANNEXATION.

Upon Petition by the OWNER, the CITY agrees to adopt an Ordinance(s) annexing the PROPERTY, or portions thereof.

3. ZONING.

CITY agrees to zone the PROPERTY, upon annexation, as follows, subsequent to approval after any public hearings required by the City Code:

- A. Tract A, consisting of approximately 43 acres, with frontage on S. Morris Avenue, to A *(Agricultural) District*.
- B. Tract B, consisting of approximately five (5) acres, with frontage on S. Morris Avenue and Lutz Road, to R-3A *(Multiple-Family Residence) District*.
- C. Tract C, consisting of approximately 18 acres, with frontage on S. Morris Avenue, to A *(Agricultural) District*.

4. DEVELOPMENT OBLIGATIONS.

Unless specifically stated, it is the intent of this AGREEMENT to allow the OWNER to continue the active Agricultural operation inside City limits, without triggering obligations and fees related to development, until such time as development is proposed or pursued, indicated by Replatting or the connection to new City services.

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

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

A. OWNER shall have the following obligations regarding streets as reflected on the PLAN.

(1) Lutz Road

- i. At the Time of Final Platting: The OWNER shall dedicate right-of-way along the entire northern border of the PROPERTY adjacent to the roadway, extending 45-feet from the middle-line of Lutz Road.
- ii. As of the date of this AGREEMENT, the parties do not contemplate any necessary improvements or modifications to Lutz Road in connection with the PROJECT. If any future development of the PROPERTY, in connection with the PROJECT or any other project on the PROPERTY initiated by OWNER, necessitates any improvements to Lutz Road, then at the completion of Lutz Road being modified to City Minor Street standards, or at Final Platting, whichever occurs last, the OWNER and/or lessee of the PROPERTY at such time shall pay the Adjacent Substandard Roadway fee. The fee shall reflect the cost, per foot of frontage, of one half the per foot cost of a 30-foot-wide local street section. Said fee is currently \$215 per foot (1/2 of \$430 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 the option of the OWNER and/or lessee of the PROPERTY at the time the Adjacent Substandard Roadway fee is incurred, the fee may be paid at any time in advance of it becoming due.

(2) South Morris Avenue

- i. At the Time of Final Platting or before this AGREEMENT expires, whichever occurs last, or at the request of the City: The OWNER shall dedicate right-of-way, extending 45-feet from the middle-line of South Morris Avenue, running from the northern extent of the PROPERTY to the southern extent of the PROPERTY.
- ii. As of the date of this AGREEMENT, the parties do not contemplate any necessary improvements or modifications to South Morris Avenue in connection with the PROJECT. If any future development of the PROPERTY, in connection with the PROJECT or any other project on the PROPERTY initiated by OWNER, necessitates any improvements to South Morris Avenue, then at the completion of South Morris Avenue being modified to City Minor Street standards, or at Final Platting, whichever occurs last, the OWNER and/or lessee of the PROPERTY at such time shall pay the Adjacent Substandard Roadway fee. The fee shall reflect the cost, per foot of frontage, of one half the per foot cost of a 30-foot wide local street section. Said fee is currently \$215 per foot (1/2 of \$430 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 the option of the OWNER and/or lessee of the

PROPERTY at the time the Adjacent Substandard Roadway fee is incurred, the fee may be paid at any time in advance of it becoming due.

(3) Future East-West Collector Road. At the Time of Development of Tract C, redevelopment of Tract A, or development of the western adjacent property(s), whichever occurs first, or at the request of the CITY, OWNER shall dedicate a 70-foot right-of-way strip running from the eastern border of the PROPERTY to the western border of the PROPERTY. Said right-of way shall intersect with South Morris Avenue at a point approximately 575 feet north of the southern boundary of the PROPERTY (measured to the center of the right-of-way to be dedicated). The remaining Right-of-way to the West of the intersection shall be dedicated in the manner of one of the following options which OWNER shall have the right to select, as schematically shown in the PLAN, subject to minor technical corrections and modifications following preliminary engineering and CITY review and approval of the selected option:

- i. Option 1 (Preferred): right-of-way alignment at an approximately constant latitude, consistent with the latitude of intersection with S. Morris Avenue; or
- ii. Option 2: right-of-way alignment at approximately 250 feet north of the southern boundary of the PROPERTY (measured to the centerline of the right-of-way to be dedicated), with an additional north-south section of right-of-way dedicated to connect such alignment to the dedicated intersection right-of-way at S. Morris Avenue; or
- iii. Option 3: An alternate alignment proposed by OWNER and approved by the CITY at time of Final Platting.

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

(1) Right-of-Way. All public water mains shall be built within dedicated public right-of-way or dedicated easements, including but not limited to those depicted in the PLAN.

(2) Improvement Obligations.

- i. Upon the extension of a public water main to an area adjacent to the PROPERTY, the OWNER may tap such main.
- ii. The OWNER shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.

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

(1) Right-of-Way. All public sanitary sewers shall be built within dedicated public right-of-way or dedicated easements, including but not limited to those depicted in the PLAN.

(2) Improvement Obligations.

- i. Upon the extension of a public sanitary sewer to an area adjacent to the PROPERTY, the OWNER may tap such sewer.
- ii. The OWNER shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.

D. **Concept Plan (PLAN) Approval.** The CITY hereby approves the PLAN for the property in Tract A, the AES Kieser Solar, LLC d/b/a Kieser Solar Project, attached hereto as Exhibit B. Administrative site plan approval, pursuant to § 44-1709 of the City Code, and permitting procedures shall still apply prior to development.

E. **PROJECT Specifics.** To increase efficiency, community benefit, and project clarity, OWNER and CITY agree to the following, as related specifically to the PROJECT proposed on Tract A of the PROPERTY.

(1) The following modifications of the Use Provisions associated with Solar Energy Conversion Facilities (§ 44-1031 of the City Code) shall apply:

- i. Decommissioning – The provisions for Decommissioning set forth in an executed Agricultural Impact Mitigation Agreement (AIMA) between the State of Illinois Department of Agriculture and the owner of any Commercial Solar Energy Conversion Facility project constructed on the Premises, shall override § 44-1031D of the City Code in timeline and process, provided construction begins within 5 years of the effective date of this AGREEMENT.
- ii. Landscaping and screening – For the portion of the site perimeter adjacent to the property commonly known as 508 Lutz Road, landscaping and screening requirements may be met in either of the ways outlined below. The remainder of the PROJECT area shall be fenced subject to the provisions of City Code § 44-1031F(3)(a) and § 44-910 (Fence regulations).
 - (a) OWNER, or their Designee, shall coordinate with the owner of the property commonly known as 508 Lutz Road to plan and coordinate any improvements to landscaping, screening, and/or vegetation along any portion of the property that is adjacent to a Solar Energy Conversion. For the purposes of zoning compliance, landscaping and screening requirements along this portion of the perimeter shall be considered fulfilled upon written approval by the property owner of 508 Lutz Road. Such buffer shall be at least as protective as the standard chain-link fencing allowed in Agricultural Zoning Districts; OR,
 - (b) At the election of OWNER, in lieu of the requirements of subsection (a) above this portion of the perimeter shall be fenced subject to the provisions of City Code § 44-1031F(3)(a) and § 44-910 (Fence regulations).

(2) The following is provided for clarity and agreement on code and engineering items, as applicable to the proposed PROJECT on Tract A.

- i. Bulk and site standards. Solar Energy Conversion Facility Site and Bulk Standard (§ 44-1031F) overrides Agricultural District standards (§ 44-303).
- ii. Landscaping and screening. As related to § 44-1031F(3)(a) the inclusion of “wire mesh fencing” is interpreted to also allow chain link as an appropriate material, as they are used synonymously elsewhere in the Zoning Code.
- iii. Surfacing.
 - (a) Compacted gravel will be allowed for internal circulation and access road(s), as specified in an applicable AIMA.
 - (b) Any entrance(s) shall be paved with concrete or asphalt for the entire right-of-way width, to prevent gravel tracking onto public roads.

E. **Stormwater Detention** for any development on the subject PROPERTY shall be provided as per the Manual of Practice. Management facilities shared by multiple lots or developments may be allowed with the dedication of appropriate easements and calculations demonstrating compliance.

G. Parkland Dedication and Reservation.

- (1) Tracts A and C. The OWNER is not responsible for dedication or reservation of Parkland for the portion of the property to be zoned A (Agriculture) District. During the life of this AGREEMENT, should portions of these tracts host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due based upon the requirements of the City Code at the time entitlements are sought.
- (2) Tract B. The OWNER is responsible for the dedication or reservation of Parkland for the portion of the property to be zoned R-3A (Multiple-Family Residence) District. This dedication shall be calculated and shall become due upon redevelopment of the subject Tract, based upon the requirements of the City Code at the time entitlements are sought.

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

I. Annexation Fees (Fees to be Paid as a Condition of Annexation).

- (1) The OWNER is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should any portion of the PROPERTY be rezoned from the A (Agriculture) District within the lifetime of this AGREEMENT, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.
- (2) The OWNER is responsible for Annexation Fees associated with Tract B, to be zoned R-3A (Multiple-Family Residence) District. This amount shall be calculated and shall

become due upon redevelopment of the subject Tract, based upon the requirements of the City Code at the time entitlements are sought. At the option of the OWNER and/or lessee of the PROPERTY, the fee may be calculated and paid at any time in advance of it becoming due.

5. OBLIGATION TO DEVELOP PER CODE.

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

6. ANNEXATION TO OTHER TAXING DISTRICTS.

The OWNER, as soon as practicable, but not later than 90 days from the date of annexation to the City, shall file and thereafter diligently pursue any necessary petitions to annex the PROPERTY to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

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

8. TERM

The term of this AGREEMENT shall be for twenty (20) years from and after the effective date of the annexation of the 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):

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

To Kieser Farms (OWNER):

c/o Joseph Kieser
1829 N 700 East Road
McLean, IL 61754

To AES Kieser Solar, LLC (DEVELOPER):

c/o AES Clean Energy Development, LLC
2180 S 1300 E, Suite 500
Salt Lake City, UT 84106

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 right of the CITY to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this AGREEMENT, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this AGREEMENT, or of any duly authorized officer, employee, agent, or representative of any party to this AGREEMENT, is required in this AGREEMENT, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This AGREEMENT shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- G. Severability. It is hereby expressed to be the intent of the parties to this AGREEMENT that should any provision, covenant, agreement, or portion of this AGREEMENT or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this AGREEMENT and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this AGREEMENT to the greatest extent permitted by applicable law.

- H. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this AGREEMENT.
- I. Interpretation. This AGREEMENT shall be construed without regard to the identity of the party who drafted the various provisions of this AGREEMENT. Moreover, each and every provision of this AGREEMENT shall be construed as though all parties to this AGREEMENT participated equally in the drafting of this AGREEMENT. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this AGREEMENT.
- J. Exhibits. The Exhibits attached to this AGREEMENT are, by this reference, incorporated in, and made a part of this AGREEMENT. In the event of a conflict between an exhibit and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- K. Amendments and Modifications. No amendment or modification to this AGREEMENT shall be effective until it is reduced to writing and approved and executed by all parties to this AGREEMENT in accordance with all applicable statutory procedures.
- L. Changes in Laws. Unless otherwise provided in this AGREEMENT, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- M. Authority to Execute. The CITY hereby warrants and represents to the OWNER that the Persons executing this AGREEMENT on its behalf have been properly authorized to do so by the Corporate Authorities. The OWNER hereby warrants and represents to the CITY (i) that 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 PROPERTY.
- R. Execution. This AGREEMENT may be executed in any number of counterparts (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This AGREEMENT shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

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

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNER

Joseph Kieser
Joseph Kieser

Ronald D. Kieser
Ronald D. Kieser

Duane Kieser
Duane Kieser

DEVELOPER (AES Kieser Solar, LLC)

By: _____
Paul-Charles Makarewicz
Paul-Charles Makarewicz

Exhibit A
LEGAL DESCRIPTION (PROPERTY)

LOT 1 AND THE EAST HALF OF LOT 2 ALL IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 574,

EXCEPT THE WEST 655.8 FEET OF THE NORTH 350 FEET OF THE ABOVE-DESCRIBED TRACT.

ALSO EXCEPT A PART OF LOT 1 IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION IS RECORDED IN BOOK 2 OF PLATS AT PAGE 574, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 655.8 FEET EAST OF THE STONE WHICH MARKS ONE-QUARTER CORNER OF THE NORTH SIDE OF SECTION 20;

FROM SAID POINT OF BEGINNING THENCE SOUTH 00 DEGREES 00 MINUTES EAST 300 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 87 DEGREES 47 MINUTES 200 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES WEST 300 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE NORTH LINE OF LOT 1; THENCE NORTH 87 DEGREES 47 MINUTES WEST 200 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPT A STRIP OF LAND IN LOT 1 OF SCHWULST'S SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, THE STRIP INCREASING UNIFORMLY FROM A POINT ON THE WEST RIGHT OF WAY FENCE OF MORRIS AVENUE AT STATION 41+00 TRANSIT LINE 24 TO A WIDTH OF 85 FEET WEST OF TRANSIT LINE 24 ON THE SOUTH PROPERTY FENCE LINE WHICH PROJECTED INTERSECTS TRANSIT LINE 24 TO STA. 47+18, EXCEPT THAT PORTION USED AS A PUBLIC HIGHWAY.

ALL IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-20-200-003
ADDRESS: 502 LUTZ RD

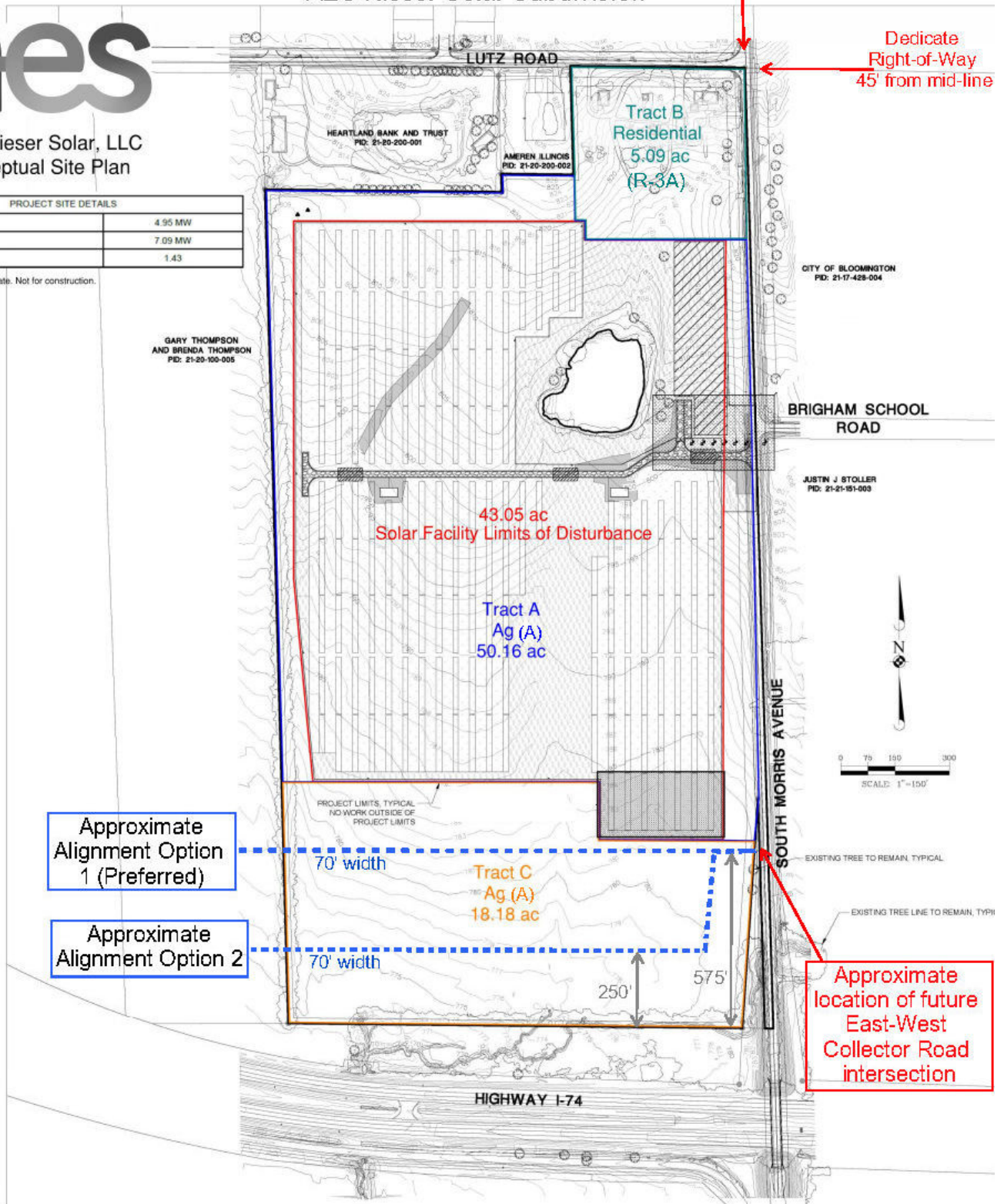
Exhibit B
CONCEPT PLAN (PLAN)
 AES Kieser Solar Subdivision



AES Kieser Solar, LLC
 Conceptual Site Plan

PROJECT SITE DETAILS	
AC CAPACITY AT POI	4.95 MW
DC CAPACITY	7.09 MW
DC/AC RATIO AT POI	1.43

*All acreages are approximate. Not for construction.



AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Edmar Corachia, 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:

Jul. 10, 2025

NOTICE ID: AN5Rb7Enqr4HpAFsEFAQ

PUBLISHER ID: COL-8001347

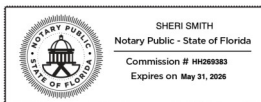
NOTICE NAME: Z-04-25 Council July

Publication Fee: 168.80

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

Edmar Corachia

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 07/15/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-04-25

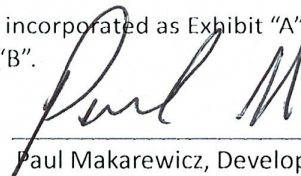
Notice is hereby given that the Bloomington City Council will hold a public hearing in person in the Government Center Boardroom, 4th Floor, Room #400, 115 E. Washington St., at 6:00 P.M. on Monday, July 28, 2025, on a request submitted by Kieser Farms (1829 N 700 East Rd., McLean, IL, 61754), for approval of an Annexation Agreement with Zoning Map Amendments, from County R-1 (Single Family Residential) and County A (Agriculture) to City A (Agriculture) and City R-3A (Multiple-Family Residential), pertaining to property commonly known as 502 Lutz Rd., consisting of approximately 74.5 acres, PIN: 21-20-200-003. 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.
7/10 COL-8001347

ANNEXATION AGREEMENT & PETITION
KIESER SOLAR
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS
COUNTY OF MCLEAN

I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation Agreement and Petition for Annexation on the Bloomington Township Fire Protection District, McLean County School District 05, McLean County, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, and Bloomington-Normal Water Reclamation District, 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 Durango, Colorado, at or about 8 on July, 2025, 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".


Paul Makarewicz, Development Manager

Subscribed and sworn to before me this
8th of July, 2025.


Notary Public

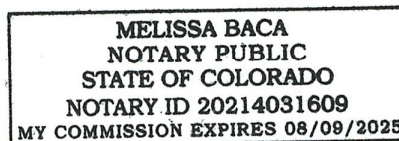


Exhibit A

NOTICE

TO: Bloomington Township Fire Protection District
Chief Tom Willam
President David Owens
Treasurer Scott Stiner
Secretary Dale Herring

RE: Proposed Annexation – Kieser Solar

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

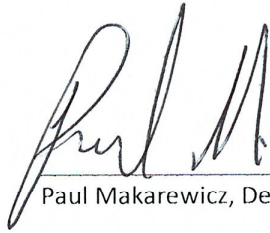
SEE ATTACHED “ANNEXATION DESCRIPTION” EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

This property is 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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025



Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: McLean County School District 05
Superintendent Kristen Weikle
Board Members Alex Williams, Patrick Mainieri, Stan E. Gozur, Kentrica Coleman, Mark Adams II, Kelly Pyle, Amy Roser

RE: Proposed Annexation – Kieser Solar

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

SEE ATTACHED “ANNEXATION DESCRIPTION” EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

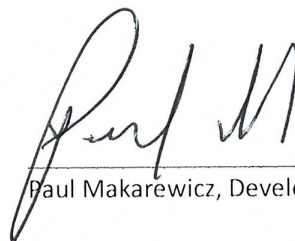
This property is currently in the McLean County School District 05.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated

7-8-2025



Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz

paul.makarewicz@aes.com

2180 S 1300 E, Suite 600

Salt Lake City, UT 84106

NOTICE

TO: Bloomington Township
Supervisor Jennifer Capodice
Clerk Jennifer Vericella
Trustees Mark Yontz, James Thomas, Chris Witte, David Mier

RE: Proposed Annexation – Kieser Solar

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

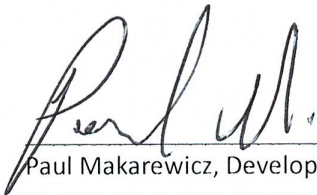
SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-25


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: Commissioner Rodney Boester of Bloomington Township Highway Commission

RE: Proposed Annexation – Kieser Solar

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

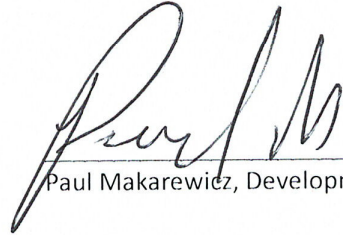
SEE ATTACHED “ANNEXATION DESCRIPTION” EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz

paul.makarewicz@aes.com

2180 S 1300 E, Suite 600

Salt Lake City, UT 84106

NOTICE

TO: Executive Director Carl Olson of Bloomington Normal Airport Authority

RE: Proposed Annexation – Kieser Solar

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

SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

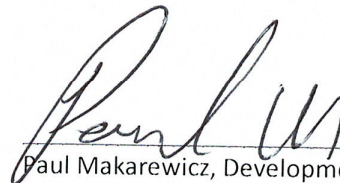
This property is or may be in the Bloomington-Normal Airport Authority.

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 an Agreement or Petition for Annexation.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated

7-8-25


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz

paul.makarewicz@aes.com

2180 S 1300 E, Suite 600

Salt Lake City, UT 84106

NOTICE

TO: Executive Director Tim Ervin of Bloomington-Normal Water Reclamation District

RE: Proposed Annexation – Kieser Solar

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

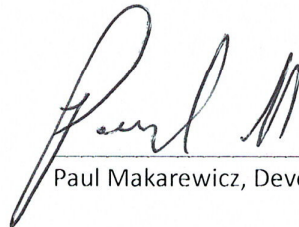
SEE ATTACHED “ANNEXATION DESCRIPTION” FOR COMPLETE LEGAL DESCRIPTION.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: Heartland Community College 540
Chair Becky Ropp
Vice-Chair Janet Hood
Secretary Joshua Crocket
Trustees Cecelia Long, Mary Campbell, Thomas Whitt, Laurie Bergner

RE: Proposed Annexation – Kieser Solar

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

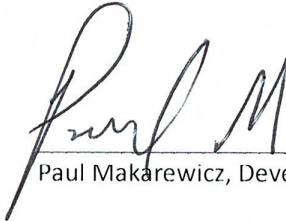
SEE ATTACHED "ANNEXATION DESCRIPTION" FOR COMPLETE LEGAL DESCRIPTION.

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: Golden Prairie Public Library District
Vice President James Russell
Secretary/Treasurer Kathy Vroman
Trustees Ruth E. Novosad, Stephen Peterson, Patricia A. Salch, Stephanie Walden

RE: Proposed Annexation – Kieser Solar

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

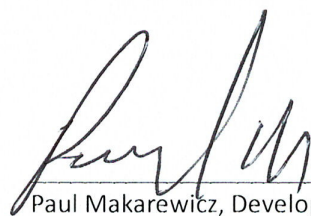
SEE ATTACHED "ANNEXATION DESCRIPTION" FOR COMPLETE LEGAL DESCRIPTION.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025



Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: McLean County
Clerk Kathy Michael

RE: Proposed Annexation – Kieser Solar

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

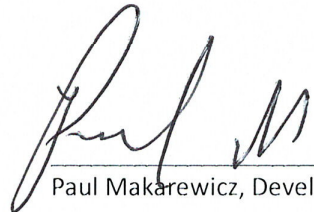
SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

This property is in Mclean County.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:
Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

ANNEXATION DESCRIPTION
LEGAL DESCRIPTION OF THE SUBJECT PREMISES

LOT 1 AND THE EAST HALF OF LOT 2 ALL IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 574,

EXCEPT THE WEST 655.8 FEET OF THE NORTH 350 FEET OF THE ABOVE-DESCRIBED TRACT.

ALSO EXCEPT A PART OF LOT 1 IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION IS RECORDED IN BOOK 2 OF PLATS AT PAGE 574, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 655.8 FEET EAST OF THE STONE WHICH MARKS ONE-QUARTER CORNER OF THE NORTH SIDE OF SECTION 20;

FROM SAID POINT OF BEGINNING THENCE SOUTH 00 DEGREES 00 MINUTES EAST 300 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 87 DEGREES 47 MINUTES 200 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES WEST 300 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE NORTH LINE OF LOT 1; THENCE NORTH 87 DEGREES 47 MINUTES WEST 200 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPT A STRIP OF LAND IN LOT 1 OF SCHWULST'S SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, THE STRIP INCREASING UNIFORMLY FROM A POINT ON THE WEST RIGHT OF WAY FENCE OF MORRIS AVENUE AT STATION 41+00 TRANSIT LINE 24 TO A WIDTH OF 85 FEET WEST OF TRANSIT LINE 24 ON THE SOUTH PROPERTY FENCE LINE WHICH PROJECTED INTERSECTS TRANSIT LINE 24 TO STA. 47+18, EXCEPT THAT PORTION USED AS A PUBLIC HIGHWAY.

ALL IN MCLEAN COUNTY, ILLINOIS.

EXHIBIT B
MAILING LIST

Bloomington Township Fire Protection District

Chief
Tom Willan
14880 Old Colonial Rd
Bloomington, IL 61705

President
David Owens
14880 Old Colonial Rd
Bloomington, IL 61705

Secretary
Tim Cassidy
14880 Old Colonial Rd
Bloomington, IL 61705

Treasurer
Dale Herring
14880 Old Colonial Rd
Bloomington, IL 61705

McLean County School District 05

Superintendent
Kristen Weikle
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Patrick Mainieri
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Stan E. Gozur
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Kentrica Coleman
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Mark Adams II
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Kelly Pyle
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Amy Roser
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

McLean County

Clerk
Kathy Michael
115 E. Washington St., Rm. 102
P.O. Box 2400
Bloomington, IL 61702

Golden Prairie Public Library District

Secretary/Treasurer
Kathy Vroman
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Vice President
Jim Russell
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Trustee
Stephanie Walden
Golden Prairie Public Library District
205 E. Olive St.

Trustee
Ruth Novosad
Golden Prairie Public Library District
205 E. Olive St.

Bloomington, IL 61701

Trustee
Stephen Peterson
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Trustee
Patricia A. Salach
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Bloomington Township

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

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

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

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

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

Trustee
Christopher Witte
Bloomington Township Building
2501 Fox Creek Road

Bloomington, IL 61705

Bloomington Township Highway Commissioner

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

Bloomington-Normal Airport Authority

Executive Director
Carl Olson
Bloomington-Normal Airport Authority
3201 CIRA Drive, Suite 200
Bloomington, IL 61704

Bloomington-Normal Water Reclamation District

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

Heartland Community College 540

Chair
Becky Ropp
1500 W. Raab Rd
Normal, IL 61761

Vice-chair
Janet M. Hood
1500 W. Raab Rd
Normal, IL 61761

Secretary
Joshua Crocket
1500 W. Raab Rd
Normal, IL 61761

Trustee
Cecelia Long
1500 W. Raab Rd
Normal, IL 61761

Trustee
Mary Campbell

1500 W. Raab Rd
Normal, IL 61761

Trustee
Thomas Whitt
1500 W. Raab Rd
Normal, IL 61761

Trustee
Laurie Bergner
1500 W. Raab Rd
Normal, IL 61761



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the June 23, 2025 Regular City Council Meeting Minutes , as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JUNE 23, 2025 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Dan Brady 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
Dan Brady	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Micheal Mosley	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Mike Straza	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	Present
Abby Scott	Council Member, Ward 9	Present

Public Comment

Mayor Brady read a public comment statement of procedure. The following emailed public comment: (1) Jerry Klinkner; (2) Deezy Troyer; (3) Michelle White; (4) Patricia Ostaszewski; (5) Casey Carlsen; (6) Amanda Boitnott; (7) Nicki Green; (8) Karthrik Ramasamy; (9) Cindy Schieler; (10) Sybil Nash; (11) Melanie Dockery; (12) Michelle Fitzgerald; and (13) Katheryn Bell. The following spoke in-person: (1) Amanda Boitnott; (2) Erica Hartman; (3) Michelle White; (4) Kristina Felker; (5) Brian Fitzgerald; (6) Mary Ann Schultz; and (7) Patrick Whitaker. Nicole Nagel and Lisa Shaffer registered to speak, but withdrew.

Consent Agenda

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

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

Item 6.A. Consideration and Action to Approve the Minutes of the May 27, 2025, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 6.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$11,311,581.79, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 6.C. Consideration and Action on a Resolution (1) Approving the Purchase of a John Deere 410P Backhoe from Martin Equipment, Inc., in the Amount of \$182,400; and (2) Approval to Dispose the Replaced Unit LB34, a 2015 Caterpillar 430FIT, be Declared Surplus and Traded

In on the New Unit, for a Credit of \$42,000, as requested by the Water Department and the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 119

A RESOLUTION (1) APPROVING THE PURCHASE OF A JOHN DEERE 410P BACKHOE FROM MARTIN EQUIPMENT, INC., IN THE AMOUNT OF \$182,400; AND (2) APPROVAL TO DISPOSE THE REPLACED UNIT LB34, A 2015 CATERPILLAR 430FIT, BE DECLARED SURPLUS AND TRADED IN ON THE NEW UNIT, FOR A CREDIT OF \$42,000

Item 6.D. Consideration and Action on a Resolution Authorizing an Amendment to the Meadowbrook Subdivision Improvement Project for Additional Construction Observation and Construction Administration Services between the City and the Farnsworth Group, Inc., in the Amount Not to Exceed \$273,180, as requested by the Water Department and the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 120

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MEADOWBROOK SUBDIVISION IMPROVEMENT PROJECT FOR ADDITIONAL CONSTRUCTION OBSERVATION AND CONSTRUCTION ADMINISTRATION SERVICES BETWEEN THE CITY AND THE FARNSWORTH GROUP, INC., IN THE AMOUNT NOT TO EXCEED \$273,180

Item 6.E. Consideration and Action on a Resolution Authorizing the Rejection of All Bids for the Miller Park Zoo Katthoefer Building Cage Work Project (Bid # 2025-50), as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 121

A RESOLUTION AUTHORIZING THE REJECTION OF ALL BIDS FOR THE MILLER PARK ZOO KATTHOEFER BUILDING CAGE WORK PROJECT (BID # 2025-50)

Item 6.F. Consideration and Action on a Resolution Authorizing an Amendment Under Strong Communities Program Round 2 PID (Program Identification) #52422, as requested by the Department of Community Impact & Enhancement. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 122

A RESOLUTION AUTHORIZING AN AMENDMENT UNDER STRONG COMMUNITIES PROGRAM ROUND 2 PID (PROGRAM IDENTIFICATION) #52422

Item 6.G. Consideration and Approval for a Resolution Authorizing City Staff to Donate Greenhouses and Peripheral Equipment and Items from the Public Works Morrissey Facility per RFP #2025-001 to Dylan Cook, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2025 – 123

A RESOLUTION AUTHORIZING CITY STAFF TO DONATE GREENHOUSES AND PERIPHERAL EQUIPMENT AND ITEMS FROM THE PUBLIC WORKS MORRISSEY FACILITY PER RFP #2025-001 TO DYLAN COOK

Item 6.H. Consideration and Action to Approve a Collective Bargaining Agreement for Laborers Local 362 - Inspectors, as requested by the Human Resources Department. (Recommended Motion: The proposed Agreement be approved.)

Item 6.I. Consideration and Action to Approve the Collective Bargaining Agreement for Laborers Local 362 - Support Staff, as requested by the Human Resources Department. (Recommended Motion: The proposed Agreement be approved.)

Item 6.J. Consideration and Action on an Ordinance Approving Zoning Map Amendments to the P-2 (Public Lands and Institutions) District, for the Properties Located at 801 N. Martin Luther King Jr. Dr. (PIN: 14-32-351-003), 2418 Maloney Dr. (PIN: 21-02-277-017), 205 N. Prospect Rd. (PIN: 21-02-253-014), and 409 E. Mulberry St. (PIN: 21-04-256-005), as requested by the Development Services Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2025 – 042

AN ORDINANCE APPROVING ZONING MAP AMENDMENTS TO THE P-2 (PUBLIC LANDS AND INSTITUTIONS) DISTRICT, FOR THE PROPERTIES LOCATED AT 801 N. MARTIN LUTHER KING JR. DR. (PIN: 14-32-351-003), 2418 MALONEY DR. (PIN: 21-02-277-017), 205 N. PROSPECT RD. (PIN: 21-02-253-014), AND 409 E. MULBERRY ST. (PIN: 21-04-256-005)

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

Regular Agenda

The following Item was presented:

Item 7.A. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 22 and the Schedule of Fees Pertaining to Massage Establishment Licenses Administered by the City Clerk, as requested by the City Clerk Department.

Jeff Jurgens, City Manager, presented updates to the Ordinance based on feedback and discussion with stakeholders. He explained that, if approved, the application fee would be \$100, and include the \$75 background check fee, as well as no annual license fee would be imposed. He emphasized that the goal was to establish a regulatory structure to empower the City to address illicit businesses while being mindful of legitimate businesses. He proposed four text amendments: (1) modify the application process to remove outdated requirements like height, weight, and eye color; (2) and (3) address exemptions for sole proprietors with varying levels of operating requirement compliance; and (4) remove dress code language. He also stressed that the City could only license establishments, not individual therapists, and noted that the proposed changes were designed to provide a path for addressing potential human trafficking while minimizing unnecessary burdens on legitimate businesses.

Council Member Ward made a motion, seconded by Council Member Hendricks, to approve the Ordinance as presented with the addition of Text Amendment #1 regarding the application process, Text Amendment #3 regarding an exemption for sole proprietors, and Text Amendment #4 regarding the removal of dress code requirements.

Council Member Ward articulated her support for the amendments. She stressed that her goal was to create more reasonable regulations that addressed potential human trafficking concerns while respecting legitimate businesses.

Council Member Montney confirmed with City Manager Jurgens and Council Member Ward that the text amendment language included the removal of dress code requirements.

Council Member Mosley raised concerns about requiring personal information questioning the necessity, and how the City was equipped to manage such data. City Manager Jurgens stated that floor plans are required for other license types. Chris Spanos, Corporation Counsel, explained that social security numbers, FBIN numbers, and tax ID numbers were used for background checks and means of identification. He clarified that the Ordinance was about the establishment, not just the individual licensed therapist, and that there could be different people managing an establishment versus being licensed to work in it. City Manager Jurgens added that if the sole proprietor amendment (Text Amendment #3) was accepted, sole proprietors would only need to provide their state license and a basic affidavit. Council Member Mosley asked about the phrase "or are intended to be employed" and City Manager Jurgens confirmed the current language required establishments to provide information for all of their employees, which was taken from model ordinances of other cities.

Council Member Ward made a motion, seconded by Council Member Montney, to extend the Council Discussion time by five minutes.

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

Mr. Spanos clarified that social security numbers would only be requested for individuals holding management or supervisory authority over business operations. He emphasized that the social security numbers would be part of a specific section focused on those with management responsibilities, not a blanket requirement for all individuals.

Council Member Montney asked if the proposed changes would impede the ability to address challenges related to illicit spas. Mr. Spanos responded that the changes would help identify and weed out illicit businesses rather than impede progress. Council Member Montney and Mr. Spanos then discussed how the changes compared to ordinances in other Illinois communities. Mr. Spanos explained that the industry has been associated with human trafficking, and that the regulations aimed to better regulate the industry potentially reducing illicit businesses. He acknowledged that while the proposed changes might not be perfect, they would assist in addressing the issue.

Mr. Spanos clarified that Text Amendment #1 included social security numbers for all employees.

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried.

ORDINANCE NO. 2025 - 043

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 22 AND THE SCHEDULE OF FEES PERTAINING TO MASSAGE ESTABLISHMENT LICENSES ADMINISTERED BY THE CITY CLERK

Finance Director's Report

Finance Director, Scott Rathbun, delivered a comprehensive financial report for the fiscal year ending April 30, 2025. He highlighted significant positive variances in sales tax categories with legislative changes in online retail sales tax creating a substantial impact resulting in increases in Home Rule and state sales tax. He explained that the City's reserve projections showed a more favorable outlook than initially anticipated with beginning reserves at \$49.8 million and a projected use of only \$7.9 million leaving an ending reserve of \$41.9 million. He discussed the performance of enterprise funds noting that Water Fund revenues were slightly under budget, while Sewer, Storm, and Solid Waste Funds had met their budgetary targets. Notably, golf revenues had exceeded expectations reaching 115% of the budgeted amount. He concluded by sharing that budget reports were available online. He expressed optimism about the potential positive impact of recent tax revenue trends on the City's financial future.

City Manager's Discussion

City Manager, Jeff Jurgens, thanked City staff for their work over the weekend, particularly in organizing the Farmer's Market. He highlighted that the Market now spanned the entire horseshoe and beyond the Museum Square. He then shared that he had spoken with out-of-town alumni who were impressed by the Market, and described it as a "jewel" of the community.

Mayor's Discussion

Mayor, Dan Brady, reflected on several local events he recently attended at the Miller Park Zoo and Juneteenth also in Miller Park. He expressed it being an honor to represent Bloomington at these meaningful community gatherings.

Council Members' Discussion

Council Member Scott appreciated the passing of the massage therapy Ordinance and its attempt to address human trafficking while being mindful of legitimate businesses. She asked the City to continue working with organizations like the Center for Prevention of Abuse to help transition victims if they are found.

Council Member Lee, too, thanked Council for passing the massage therapy Ordinance emphasizing the need to address human trafficking and prevent Bloomington from becoming a "hotbed" for such activities. He appreciated the public commenters and staff's efforts to work with legitimate businesses.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Brady directed the Clerk to call roll:

AYES: Kearns, Mosley, Montney, Danenberger, Straza, Hendricks, Ward, Lee, Scott

Motion carried (viva voce).

The meeting adjourned at 7:08 P.M.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$11,854,033.82, 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 \$11,854,033.82 (Payroll total \$3,537,395.92, Accounts Payable total \$8,120,361.61, and Bank Transfers total \$196,276.29).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

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



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving 1) the Purchase of one Vactor Truck for the Public Works Department, from COE Equipment, Inc., in the Net Amount of \$499,953.51; and 2) the Authorization to Dispose of a 2016 Kenworth T440 Truck (Unit S41) as a Trade-In Valued at \$85,293.08, 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 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND:

The Public Works Department is recommending the purchase of a sewer cleaner truck that is due for replacement this Fiscal Year. The current unit (Unit S41), is used daily for the 30-60-90-day sewer cleaning program in problem areas of the City. Unit S41 is also used for emergency sewer main cleaning when there are backups in citizens' homes caused by unexpected City main issues. It is equipped with a lateral line cleaning kit that jets out small sewer lines, removes tree roots and debris clogging pipes, and cleans pipes for the City's camera truck as part of the sewer line inspection program.

Unit S41 is located in the Sanitary Sewer Division of Public Works. It is a 2016 Kenworth T440 that is 10 years old with 86,785 miles and 8,000 hours of use. The maintenance cost to date for this unit is \$194,338. Recent areas of issue have included tires, annual maintenance, steering, engine turbo, engine emissions, engine fuel system, automatic transmission service, hose spool mechanism, router hose replacement, and brakes.

Staff are recommending the purchase of one Vactor 2115i-SE2 Combination Sewer Cleaner from COE Equipment, Inc. using the Sourcwell Contract (#101221-VTR, exp. 11/29/2025), in the net amount of \$499,953.51, broken out as follows:

Unit Price = \$477,074.81

New International HV607 SBA 6X4 Chassis Price = \$125,891

Less Sourcwell Member Discount = (\$18,319.22)

Less Trade-In of 2016 Kenworth T440 = (\$85,293.08)

Title, License and Document Fee = \$600

Total NET COST = \$499,953.51

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will 1) Purchase one Vactor Truck for the Public Works Department (Sanitary Sewer Division), from COE Equipment, Inc., in the net amount of \$499,953.51; and 2) the Authorization to Dispose of a 2016 Kenworth T440 Truck (Unit s41) as a Trade-In Valued at \$85,293.08. Public Works Department has budgeted \$641,680.00 for the purchase of the unit. The total cost of the unit is \$499,953.51 after trade credit and will be paid via the Sanitary Sewer-Capital Outlay Licensed Vehicle account (51101100-72130). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 102 and 154.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING 1) THE PURCHASE OF ONE VACTOR TRUCK FOR THE PUBLIC WORKS DEPARTMENT, FROM COE EQUIPMENT, INC., IN THE NET AMOUNT OF \$499,953.51; AND 2) THE AUTHORIZATION TO DISPOSE OF A 2016 KENWORTH T440 TRUCK (UNIT S41) AS A TRADE-IN VALUED AT \$85,293.08

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of one Vactor Truck ("PURCHASE") for the Public Works Department, in the net amount of \$499,953.51; and

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

WHEREAS, the current vehicle, a 2016 Kenworth T440 Truck (Unit S41), is 10 years old and has reached the end of its useful and recommended life cycle, with 86,785 miles and 8,000 hours of use, and the maintenance costs are increasing as the vehicle ages; and

WHEREAS, the PURCHASE consists of one new International HV607 SBA chassis with Vactor 2115i-SE2 Combination Sewer Cleaner body, which is necessary to support the City's operational needs for sanitary sewer, storm water, and backup for the Water Department; and

WHEREAS, the total cost of the PURCHASE is \$602,965.81, which is reduced by the trade-in credit for the Unit S41 (\$85,293.08) and Sourcewell discount of (\$18,319.22), plus \$600 for the title, license, and document fee for a net cost of \$499,953.51; and

WHEREAS, the PURCHASE is budgeted for in the FY 2026 Budget, and

WHEREAS, the City Council finds it in the best interest of the City to approve the Purchase and authorize the disposal of the decommissioned unit.

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 current Unit S41 has been declared surplus property. City staff are authorized to dispose of said unit via trade in for the new unit.

SECTION 3. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ■ P. 217.498.7200 ■ F. 217.498.7205 ■ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ■ All Sewer Cleaning & Vacuum Excavation Equipment

VACTOR®

Subsidiary of Federal Signal Corporation



Presents a Proposal Summary
of the

Vactor 2115i-SE2 Combination Sewer Cleaner

for

**City of Bloomington
336 South Main St
Bloomington, IL 61701**

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About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over \$500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 38 years, since 1986. Coe Equipment has four field technicians and four mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.

5953 Cherry Street

Rochester, IL 62563

Contact: Steve Smith, Territory Field Representative

Phone: 217-494-0284

Fax: 217-498-7205

Email: steve@coe-equipment.com

Office hours: 7:30 AM – 6:00 PM, Monday - Friday

After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Proposal Specifications

Order Qty	Part Number	Description
1	2115i-824	2100i PD- 18" Vacuum- 15 yd Debris- Combo
1	011iSTD	Aluminum Fenders
1	012iSTD	Mud Flaps
1	016iSTD	Color Coded Sealed Electrical System
1	019iASTD	Intuitouch Electronic Package
1	020iSTD	Double Acting Hoist Cylinder
1	025iASTD	Handgun Assembly
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030iSTD	Flexible Hose Guide
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045iSTD	Suction Tube Storage
1	046iSTD	1" Nozzle Pipe
1	47650M-30	Shark 10' Leader Hose
1	1001iSTD	Flat Rear Door w/Hydraulic Locks
1	1005iSTD	Dual Stainless Steel Float Shut Off System
1	1011iSTD	Micro strainer Prior to Blower
1	1015iBKSTD	Fixed Rear Door Pipe Rack -7" Pipe
1	1016iASTD	Subframe Mounted -2 Pipe Rack -7"
1	1023iSTD	Lube Manifold, with Lube Chart
1	1024iSTD	Debris Body Vacuum Relief System
1	1031iSTD	Debris Deflector Plate
1	1033iSTD	60" Dump Height
1	1041iSTD	Debris Body-Up Message and Alarm
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
1	2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
1	2022iSTD	Additional Water Tank Sight Gauge
1	2023iSTD	Liquid Float Level Indicator
1	3019iSTD	Digital Water Pressure Gauge
1	4006iSTD	Front Joystick Boom Control
1	4010iSTD	Boom Hose Storage
1	4017iSTD	Boom Out of Position Message and Alarm
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/manual valve
1	5011iSTD	3" Y -Strainer @ Water Pump
1	5015iSTD	Midship Handgun Coupling
1	5019iSTD	Chassis Engine Cooling Package
1	5022iSTD	Side Mounted Water Pump
1	6005iDSTD	Digital Hose Footage Counter
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract
1	6009iSTD	Hose Reel Chain Cover

1	6017iSTD	Hydraulic Tank Shutoff Valves
1	6019iSTD	Rodder Pump Drain Valves
1	6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
1	6002iB	600' x 1" Sewer Hose 2500 PSI
1	7001iSTD	Tachometer/Chassis Engine w/Hour meter
1	7003iSTD	Water Pump Hour Meter
1	7004iSTD	PTO Hour Meter
1	7005iSTD	Hydraulic Oil Temp Alarm
1	7007iSTD	Tachometer & Hour meter/Blower
1	8000iSTD	Circuit Breakers
1	8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
1	9002iSTD	Tow Hooks- Front and Rear
1	9003iSTD	Electronic Back-Up Alarm
1	S390BSTD	7" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
1	i124STD	Vactor 2100i Body Decal- Standard
1	010i	Operator Station Curbside Toolbox - with Lighting
1	1003i	Debris Body Flush out
1	1008i	6" Rear Door Knife Valve w/Camlock - 3:00 position
1	1009iE	Externally Mounted Trash Pump w/ Basket Intake Screen
1	1014iA	Centrifugal Separators (Cyclones)- 304 Stainless Steel
1	1015iAB	Folding Pipe Rack - Streetside -7" Pipe
1	1015iG	Folding Pipe Rack - Curbside -7" Pipe
1	1022i	Rear Door Splash Shield
1	1026i	Debris Body Vibrator- Electric
1	2018i	Additional Water- 1500 Gal Total
1	3015i	Front Blower Controls
1	3017i	Blower High Temp Safety Shutdown
1	3020i	Digital Water Level Indicator
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
1	4011iB	Belly pack Wireless Controls with hose reel controls- 2- way communications- and LCD Display
1	4013i	Rotatable Boom Inlet Hose
1	4016i	180 deg. 10' x 15' Rapid Deployment Boom
1	4020i	Anti Splash Valve- Body Inlet
1	5002iA	80 GPM/2500 PSI Jet Rodder Pump
1	5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
1	5029iA	RDB Washout Coupling
1	512459A-30	Vactor Standard Manual w/ Cloud Parts
1	6004iD	Rodder Hose Pinch Roller
1	6014i	High Pressure Hose Reel

1	6019iA	Final Filter and Silencer Ball Valve Drains
1	6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing
1	8001iM	Rear Directional Control- LED Arrow stick
1	8002iA	Wireless- Waterproof- Rechargeable- Handheld- LED Spot Light w/12V Charger
1	8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
1	8024iA	Amber/Green Lights for Flashing Light Package
1	8028iA	Work lights (2), Self-Leveling Boom LED
1	8029i	Work lights (2)- LED- Rear Door
1	8029iA	Work light- LED- Operators Station
1	8029iC	Work light- LED- Passenger Side
1	9021iB	Camera System- Front- Rear and Both Sides
1	9023iA	Safety Cone Storage Rack - Post Style
1	9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
1	9070iB	Long handle tool storage with access on both Driver and Passenger Side
1	9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting
1	9072iB	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d
1	CM-PSIT370A-2026-0 1	Chassis Modifications - 2026 International PSIT370A
1	V-LOGO-APPL.	Vactor Logos - Applied
1	R47860	RDB 2.0
1	01.100A/LS	RGS RotoJet Dia. 4" (CT 1")
1	PSIT370A-2026-E	Chassis - Tandem Axle -2026 International HV607 SBA - 370 HP - Auto - 66 -000 GVWR - EPA24

Module Paint Color - Grey

Cab Color - White

Total Delivered Price

Unit Price:	\$477,074.81
New International HV607 SBA 6x4 Chassis Price:	\$125,891.00
Subtotal:	\$602,965.81
Less Sourcewell Discount Member #25014 Contract #101221-VTR Maturity Date: 11/29/2025:	-\$18,319.22
Subtotal:	\$584,646.59
Less Trade In (15-09V-15771 Vactor 2115-SE2-Plus):	-\$85,293.08
Title, License and Document Fee:	\$600.00
Total:	\$499,953.51

Price includes delivery and on-site operator training.

Price valid until August 8th 2025.

Payment Terms: NET

Proposal Notes:

1. All prices quoted are in US Dollars unless otherwise noted.
2. Trade-in requires title, manual, standard accessories, and should be in good working order. Vacuum system, body, debris hoses and pipes must be clean and empty. Trade must pass state and DOT inspection.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

Customer

Customer Representative

Date

Coe Equipment, Inc.

Company

Steve Smith

Company Representative

6/27/2025

Date

Appendix 1: Warranty and Literature

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



9-1-2021

THIS CHANGES
EVERYTHING.
AGAIN.



VACTOR[®]
2100i

THE NEW VACTOR® 2100i. SIMPLY BETTER.



intuitive. intelligent. innovative. individualized. incomparable.

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 1015™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

VACTOR 2100i.

INTUITIVE IN EVERY WAY.

New IntuiTouch® one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more



IntuiTouch 

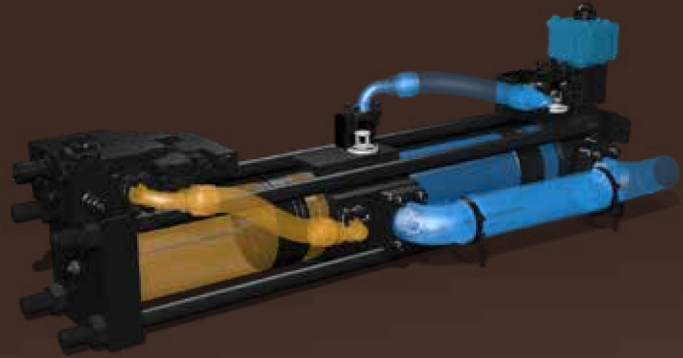
- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

*Optional equipment

UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump

- Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from 0 to 100 GPM and pressures up to 3000 PSI
 - Easily activated, powerful “Jackhammer” action for long runs or difficult blockages
 - The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance
- Vactor’s Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance
 - Vactor’s unique air-routing and filtration system get the work done faster, safer, and more productively
 - All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator
 - The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience
 - The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning
 - Vactor’s water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty
 - Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
 - Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp





IntuiTouch articulated controls put controls within comfortable reach, allowing operators to better focus on their work



Vactor's centrifugal cyclones* are designed and located to improve air filtration and permit easier cleaning

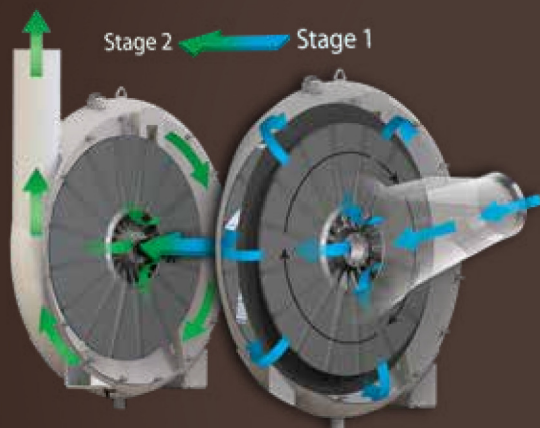
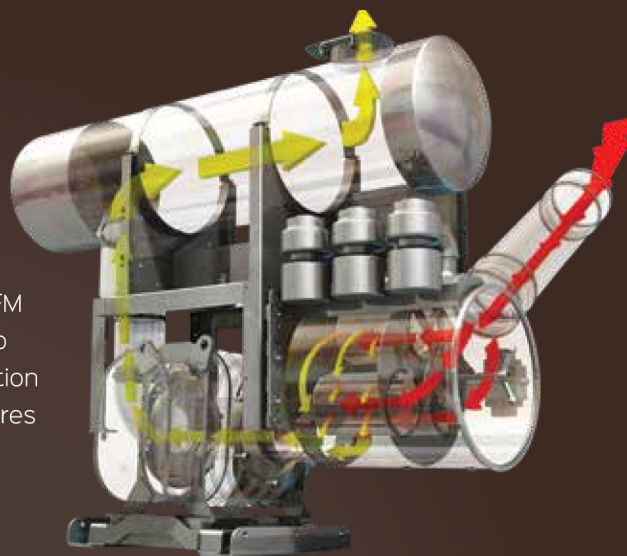


*Optional equipment

THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- Simultaneous operation recycles water while cleaning lines
- No moving parts in the body or tanks
- Never a need to enter a body or tank to maintain the system components



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS.

Our RDB 1015 Rapid Deployment Boom **RDB 1015™**

Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



New wireless controls

Vector has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



Over 100 precision-engineered enhancements are available, including:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

Demo the new Vector 2100i today.
Visit Vector.com to find your local dealer.

THE NEW VACTOR 2100i

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

More than a manufacturer, Vactor offers you customized solutions featuring unmatched quality and backed by powerful support. When the rain is falling and the water is rising, Vactor is the brand you can trust.

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ■ P. 217.498.7200 ■ F. 217.498.7205 ■ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ■ All Sewer Cleaning & Vacuum Excavation Equipment

VACTOR®

Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch®, RDB 1015™, and ParkNClean® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending patent applications. See: www.vactor.com/ patents. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Appendix 2: Chassis Specifications

Prepared For:

Vactor/Guzzler Mfg., Inc
Justin Hachenberger
1621 South Illinois St.
Streator, IL 61364-
(813)672 - 3171
Reference ID: POIT370A-2026

Presented By:

SOUTHLAND TRANSPORTATION GROUP
Reynolds Boyd
200 OXMOOR BOULEVARD
HOMWOOD AL 35209 -
(205)942-6226



Model Profile
2026 HV607 SBA (HV607)

AXLE CONFIG: 6X4
APPLICATION: Sewer Vac
MISSION: Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 80000
DIMENSION: Wheelbase: 262.00, CA: 194.90, Axle to Frame: 71.00
ENGINE, DIESEL: {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUX., RELOCATED: Jack Shaft at Front Flange, Pin Center 92" Back of Cab; with Minus 3 Degree Angle
TRANSMISSION, AUTOMATIC: {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM: {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.63
CAB: Conventional, Day Cab
TIRE, FRONT: (2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR: (8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM: {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
FRAME REINFORCEMENT: Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT: Cab schematic 100WL
Location 1: 9219, Winter White (Std)
Chassis schematic N/A

Code	Description
HV60700	Base Chassis, Model HV607 SBA with 262.00 Wheelbase, 194.90 CA, and 71.00 Axle to Frame.
1AND	AXLE CONFIGURATION 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LLK	BUMPER, FRONT Omit Item
1MBN	SPECIAL FRAME PIERCING Additional Holes for Vactor Guzzler Manufacturing Co. 2100 Plus Product
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1UBU	CROSSMEMBER, INTERMEDIATE LOC Relocated for Driveshaft, Special for Vactor Guzzler 2100 Plus Product
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4XCC	AIR TANK LOCATION (2) Stacked, Outside Right Rail, Back of Cab, Perpendicular to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

Code	Description
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WCM	EXHAUST HEIGHT 8' 10"
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAT	WIRING, SPECIAL Includes Wires Installed Through the Dash Panel and End in Engine Compartment, In Cab Wire Ends Will Have ESC Input Terminals, Engine Compartment Wire Ends will have Sealed Connectors
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

Code	Description
8THB	BACK-UP ALARM Electric, 102 dBA
8TKD	STOP, TURN, TAIL & B/U LIGHTS Omit Item, Does Not Omit Cable to End of Frame, DOES NOT INCLUDE LICENSE PLATE LIGHT
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8VAY	HORN, ELECTRIC Disc Style
8VUV	BATTERY BOX Omit, Batteries to be Mounted Temporarily, Body Builder to Supply Battery Box
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

Code	Description
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA /OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EZA	ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WUN	ENGINE WATER COOLER Auxiliary, Supply and Return Connections for Customer Installed Cooler Package, Located Inside Right Frame Rail
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

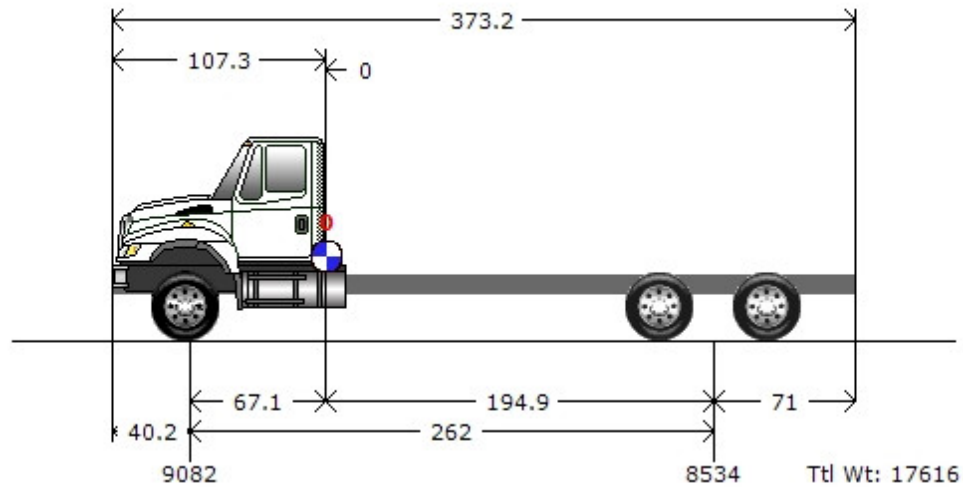
Code	Description
13TBA	TRANSMISSION, AUX., RELOCATED Jack Shaft at Front Flange, Pin Center 92" Back of Cab; with Minus 3 Degree Angle
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Airport Refueler, Sewer Evac, Package Number 150
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.63
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15STM	FUEL TANK Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
15WUN	AUXILIARY FUEL DRAW TUBE and Return Tube, Located at Auxiliary Ports on Fuel Tank
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HCH	SEATBELT WARNING LIGHT IND. Mounted in Dash, Will Flash when Park Brake is Disengaged and Driver Seatbelt Unfastened, Audible Alarm to Remind Driver to Fasten Seatbelt
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLU	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster
16KDB	SEAT, PASSENGER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust

Code	Description
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16VBS	CONSOLE, CENTER Polypropylene, with One Coin Holder, One Cup Holder and One Thermos Holder, with Laptop PC or Clipboard Storage, Includes small Storage Area
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XDU	TELEMATICS BRACKET with Universal Mount, 1.5" Ball Mount Size, for Customer Supplied Telematics Device, Mounted in Auxiliary Gauge Location in Flat Panel, Includes (1) APO, (1) USB-A Port, (1) USB-C Port
16XJN	INSTRUMENT PANEL Flat Panel
16XTK	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Extended Cab
27DBA	WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
60ALU	BDY INTG, PTO PROG with J1939, Use SA 0x07 from Body Builder and Send as SA 0x21 to ECM and TCM on the Powertrain Bus
7372135444	(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
-------	--

<u>Code</u>	<u>Description</u>
40RBE	SERVICES, TOWING Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident
	Set Parameters to Model Required Settings



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	N/A	Tractor Front Axle:	9,082
Wheelbase	(WB)	262.00				Tractor Rear Axle:	8,534
Axle to Frame	(AF)	71.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	194.9					
Usable CA		194.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads		Weight Distribution	
Payload Weight:	0	Total Front Axle:	9,082
Driver:	0	Total Rear Axle:	8,534
Fuel-Diesel(Lbs):	0	Total Weight:	17,616
DEF(Lbs):	0		

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
Chassis Weight			
Chassis Weight:	9,082	8,534	17,616
Fuel:	0	0	0
DEF:	0	0	0
(Curb Weight):	9,082	8,534	17,616

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	9,082	8,534	17,616

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	46,720
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")
Wheel Combination	Load	Limit
1 - 3	17,616	54,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 17,616 = 48,384 Reserves

Weight Summary

* Distributed weights are within capacity limits

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARY	20000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003AGA	20000					
	WHEELS, FRONT	0027DBA	22000	TIRE, FRONT	0775266	22000		
Front GAWR							20000	
Rear Component Ratings	BRAKES, REAR	0004XDR	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UHK	46000					
	AXLE, REAR, TANDEM	0014HRL	46000					
	WHEELS, REAR	0028DUW	55960	TIRE, REAR	0737213	46720		
Rear GAWR							46000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								66000
Calculated GVWR								66000

GCWR Component Rating(s)

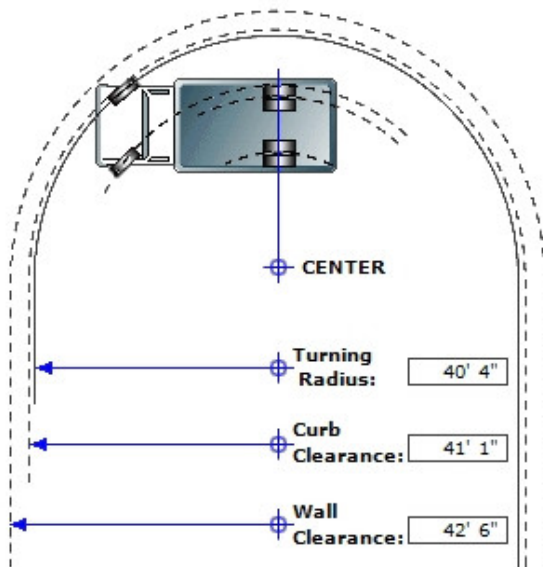
Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRL	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012EZA	80000				
Calculated GCWR							80000

* GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.

** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.

*** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.

**** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.



Series: HV
 Model: HV607
 Description: HV607 SBA
 Model Year: 2026

Calculation Factors

Wheelbase: 262

Front Axle: 0002ARY
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-20-133A}
 Wide Track, I-Beam Type, 20,000-lb Capacity

Front Wheel: 0027DBA
 Description: WHEELS, FRONT, {Accuride 29374} DISC; 22.5x12.25
 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-
 Piloted, Flanged Nut, with Steel Hubs

Front Tire: 07752665441
 Description: TIRES, 425/65R22.5 Load Range L HAC 3
 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

Steering Gear: 0005PTB
 Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius Statistics
General Information

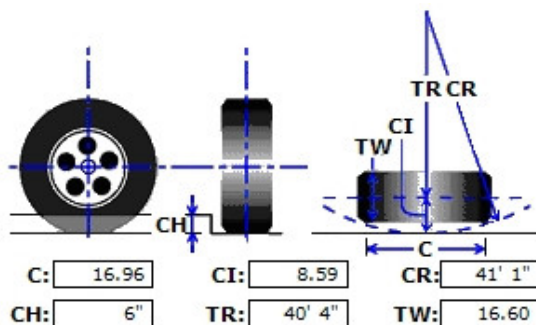
Inside Turn Angle: 39 Degrees
 Radial Overhang: 26

Axle Information

KingPin Inclination: 6.25 Degrees
 KingPin Center: 71

Turning Radius - Curb View

C - Curb Contact Length: 16.96
 CI - Curb Clearance Increment: 8.59
 CR - Curb Clearance Radius: 41'1"
 CH - Curb Height: 6"
 TR - Turning Radius: 40'4"
 TW - Tire Width: 16.60



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Appendix 3: Title Paperwork Information

Coe Equipment Inc.

Delivery Information

Please complete this form and return it with your signed proposal. Questions? Call Brittany at 217-498-7200.

Billing Information:

Name: _____ Who is the best person to contact regarding billing?
Street: _____ Contact Name: _____
City: _____ Contact Phone: _____
State: _____ Contact Email: _____
Zip: _____

Title Information: *Must be a physical address.*

Name: _____ Who is the best person to contact regarding title work?
Street: _____ Contact Name: _____
City: _____ Contact Phone: _____
State: _____ Contact Email: _____
Zip: _____

Title Mailing Information: *Where would you like your title to be mailed?* ☐ Same address as above.

Name: _____
Street: _____
City, State Zip: _____

Lein Holder Information: *Will there be a lein holder?* ☐ Yes ☐ No

Company Name: _____ Street: _____
Contact Name: _____ City: _____
Contact Email: _____ State: _____
Contact Phone: _____ Zip: _____

Plate Information: *What type of plates do you need?*

Plate Type: ☐ Municipal ☐ Regular ☐ Mileage (need bond) ☐ Apportioned

5953 Cherry Street, Rochester, IL 62563 ■ P. 217.498.7200 ■ F. 217.498.7205 ■ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ■ All Sewer Cleaning & Vacuum Excavation Equipment



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving (1) the Purchase of Two Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment, in the Amount of \$ 347,868; (2) the Purchase of Two Crane Carrier Model LDT2 2026 chassis from Alltrux Holding, in the Amount of \$415,367.92; and (3) Authorization to Trade in Two Crane Carrier LGT2-26 2020 Automated Collection Trucks that are Surplus for a Credit of \$145,000 for a Total Cost of \$763,235.92 for Two Complete Automated Collection Trucks, 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 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND:

If approved, the City will purchase two (2) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader bodies from Key Equipment, in the amount of \$ 347,868, utilizing the Sourcwell Joint Purchasing Contract (#110223-LEG, exp. 12/28/2025); and two (2) 2026 Crane Carrier Model LDT2 chassis from Alltrux Holding, in the amount of \$415,367.92, utilizing the Joint Purchasing Sourcwell Contract (#032824-CRN, exp. 8/1/247/9/2028). The price for the Crane Carrier Chassis reflects a \$11,627.57 discount per unit upon verification of receipt of chassis at Labrie Environmental, in St Nicholas Quebec Canada (see attached letter). The City is also seeking authority to trade in the surplus units, two (2) 2020 Crane Carrier LGT2-26 Automated Collection Trucks (R18, R19), for a total credit of \$145,000. A body and chassis are purchased separately and combined to make a single automated collection truck. The total purchase price for the two complete automated collection trucks is \$763,235.92.

The City of Bloomington collects household refuse, bulk waste, leaves and brush from residents' homes, and these units are used daily to pick up refuse and recycling as part of the automated program.

Unit R18 is a 2020 Crane Carrier LGT2-26 Automated Collection Truck that is projected to be seven years old and have 61,000 miles and 7,900 hours at the time the new unit is put into service. The maintenance cost to date is \$62,847.46. Recent maintenance and repair issues with this unit include HVAC system, brakes, tires, hydraulic leaks, hydraulic hose, hydraulic cylinders, lights, steering, throttle pedal, broken suspension spring, and wheel studs.

Unit R19 is a 2020 Crane Carrier LGT2-26 Automated Collection Truck that is projected to be seven years old and have 58,000 miles and 8,900 hours at the time the new unit is put into service. The maintenance cost to date is \$103,543.52. Recent maintenance and repair issues with this unit include brakes, tires, hydraulic leaks, hydraulic hose, hydraulic cylinders, lights, throttle pedal and module, transmission cooler lines, joystick, and cylinder head gasket.

As with current units, these new units will run on 20 percent biodiesel derived from soybean oil. The fuel is alternative and renewable. Hybrid-electric and fully electric technologies for garbage trucks are in development and are not yet fully utilized by U.S. garbage collection providers. For example, Republic Services placed an order for 2,500 units with electric vehicle manufacturer Nikola Corp in 2022. The order was terminated because of longer- than-expected development time and unexpected costs. In February of this year Nikola filed for Chapter 11 Bankruptcy and auctioned off its assets. The City of New York is now testing a Mack truck electric chassis. Manufacturers such as Mack, Kenworth, and Peterbilt have started production of electric chassis.

The price of a Kenworth electric chassis is around \$450,000 and does not include a fast-charging station that can cost over \$50,000. Due to the battery placement, it is not offered in a drop frame to mount the low dumping Labrie Expert (T) Helping Hand Single Arm Automated Side Loader Body, which the City utilizes to avoid tree issues when dumping refuse containers. Staff recommend continuing to review the research on electric garbage trucks each year as the technologies develop. In the meantime, staff recommends continuing its commitment to the green fleet by continuing to use 20 percent biodiesel fuel for the City's diesel fleet vehicles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement to (1) Purchase Two Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment, in the Amount of \$ 347,868; (2) and Purchase Two Crane Carrier Model LDT2 2026 chassis from Alltrux Holding, in the Amount of \$415,367.92; and (3) Authorization to Trade in Two Crane Carrier LGT2-26 2020 Automated Collection Trucks that are Surplus for a Credit of \$145,000 for a Total Cost of \$763,235.92 for Two Complete Automated Collection Trucks. The Solid Waste Division of the Public Works Department has budgeted \$908,120 for the purchase of the units out of Solid Waste-Capital Outlay Licensed Vehicle account (54404400-72130). Stakeholders can locate the trucks in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on pages 103 and 167.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PW 1B Resolution](#)

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

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING (1) THE PURCHASE OF TWO LABRIE EXPERT (T) 2000 HELPING HAND SINGLE ARM AUTOMATED SIDE LOADER BODIES FROM KEY EQUIPMENT, IN THE AMOUNT OF \$ 347,868; (2) THE PURCHASE OF TWO CRANE CARRIER MODEL LDT2 2026 CHASSIS FROM ALLTRUX HOLDING, IN THE AMOUNT OF \$415,367.92; AND (3) AUTHORIZATION TO TRADE IN TWO CRANE CARRIER LGT2-26 2020 AUTOMATED COLLECTION TRUCKS THAT ARE SURPLUS FOR A CREDIT OF \$145,000 FOR A TOTAL COST OF \$763,235.92 FOR TWO COMPLETE AUTOMATED COLLECTION TRUCKS

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of two (2) Complete Automated Collection Trucks ("PURCHASE"), in the amount of \$763,235.92; and

WHEREAS, each PURCHASE requires a Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader body and Crane Carrier Model LDT2 2026 chassis for a complete automated collection truck; and

WHEREAS, the detailed invoice/quotes are attached (Exhibit A); and

WHEREAS, the Public Works-Solid Waste Division budgeted for two (2) complete automated collection trucks in FY26; and

WHEREAS, the two (2) Crane Carrier LGT2-26 2020 Automated Collection Trucks are being declared surplus and utilized for a trade-in credit of \$145,000 as the trucks have reached the end of their useful and recommended life cycles either in years or mileage; and

WHEREAS, the PURCHASE consists of two (2) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader bodies in the amount of \$ 347,868; and two (2) Crane Carrier Model LDT2 2026 chassis in the amount of \$415,367.92 less the trade-in credit of \$145,000 which are necessary to support the City's operational needs for patrol activities for the Police Department; and

WHEREAS, the total cost of the PURCHASE is \$763,235.92 including listed options, destination, and delivery fees; and

WHEREAS, the trucks are in the FY26 Budget, and 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 28th day of July 2025.

APPROVED this ____day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



Presents a Sourcewell Proposal
for the



Labrie Expert(t) 2000 33 CY (27+6) Helping Hand



*Sample Photo

for



City of Bloomington
109 East Olive St.
Bloomington, IL 61701
Rob Krones, Supt. of Fleet Maintenance



33 (27+6) Cubic Yard Labrie Expert(t) 2000 Helping Hand (Diesel)

33 Cubic Yard Labrie Expert(t) 2000 Helping Hand Side Loader Refuse Body with Extended Reach with All Standard Features and including the following:

Helping Hand Automated Arm Extended Reach 10' curbside
 Alarm out
 Grabber Bolted Rubber blocks in lieu of straps.
 Grabber Counting Device
 Auxiliary Arm Controls - RH side, Mini-Joystick in Cab
 Grabber Spill Shield
 Hydraulic Tank in drop section – 65 gal.
 Main Fuel Tank in drop section – 65 gal.
 Crusher Panel – Full width
 Packer cycle after cart pick-up, including multi-cycle
 In cab packer controls
 Packer cylinders hydraulic oil regeneration
 Multifunction Light Package: Tailgate 2/3 Lightbar, Central Brake Light Multif Lights (4) (X Pattern)
 LED body lights
 Pump: double vane T6DC Work-at-idle pump
 Alarm for Low hydraulic oil level & high temp
 Hydraulic low-level sensor set higher than standard for early warning
 Automatic Hydraulic pump shut off with error message on display for low oil or High temp
 Fire Extinguisher including brackets – 20 lbs.
 Work Light Kit: dual, in-cab single switch – LED type
 Light – Street Side Hopper
 Light - RH Side Rail
 Streetside Outside Controls Packer and Crusher Panel



Parker Super Tough Series Hydraulic Lines-Replace standard hoses (Arm only)
Ground level grease points: for tailgate & hopper door hinges
Central grease point for packer shoes and rails
Central grease point for follower panel rollers
Renegade Quadruple Camera System with 9" monitor
Broom & shovel with holder
JA Lube Autolube system installed on Labrie body.
Labrie factory drop frame installed
Complete unit mounted on customer supplied Battle chassis



Price of New Labrie Expert(t) 2000 Helping Hand (Body Only):	\$ 244,760.00
Less Sourcewell Discount:	\$ (4,626.00)
Freight:	\$ 4,350.00
PDI & Lifetime Training:	\$ 1,950.00
Less Trade allowance for units R18 Single arm Labrie	<u>\$ (72,500.00)</u>
VIN: 4C9ACCAC2L1540074	
Total Amount for One (1) Unit:	\$ 173,934.00

Total Invoice Amount if Purchasing Two (2) New Labrie Expert(t) 2000's with Trade in Units R18 and R19: **\$ 347,868.00**
Trade Vin #'s 4C9ACCAC4L1540075 & 4C9ACCAC2L1540074

Proposal date: June 9, 2025

*Price includes start-up and training by Key Equipment & Supply Company personnel. Price does not include FET, sales and/or use taxes. Price is valid through July 31 ,2025.

Sourcewell Contract #: 110223-LEG

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers.

Customer Name _____ PO# _____

By _____ Date _____
City of Bloomington, IL Sourcewell Member #: 25014





Brad Franklin
Territory Manager
Key Equipment & Supply Co.



CUMBERLAND SERVICENTER INC.
2375 E. OAKTON ST.
ARLINGTON HEIGHTS, IL 60005

July 5, 2022

Mr Robert Krones
Superintendent of Fleet Maintenance
City of Bloomington
336 S Main Street
Bloomington, IL 61701

Dear Rob,

Please accept the contract included with this letter from Sourcewell.

The amount stated for this contract is for the chassis only to your specifications and compatible with the LaBrie Helping Hand Body.

As requested, by you we have adjusted the price to reflect early payment or the chassis upon verification of each chassis receipt at LaBrie Enviromental, in St Nicholas, QC.

The chassis price is \$192,847.00 each which reflects a \$4,406.00 discount for payment made at the time of receipt of the chassis as described above.

It is hoped that this is acceptable to you and a PO to Cumberland Servicer for the amount stated in the attached Sourcewell quote.

If you have questions or need anything else don't hesitate to contact me.

Sincerely,


David J Lopina

CUMBERLAND SERVICENTER INC.
www.cumberlandservicer.com

Voice-(847)437-5050
Fax-(847)437-0730



Alltrux Holdings dba JX Truck Center - Battle Motors IN

2715 Schuyler Ave
Lafayette IN 47905
(262) 709-3446

PURCHASE CONTRACT

Date: 7-9-25
Quote #: DE-10810
Type: Cash
Salesperson: Darren Simon
PO #:

Bill To: 10477
City Of Bloomington
FLEET MANAGEMENT DEPT
BLOOMINGTON IL 61701
P:(309) 434-2233 | F:(130) 943-4246

Ship To:
City Of Bloomington
FLEET MANAGEMENT DEPT
BLOOMINGTON, IL 61701

Stock#: TBD	VIN:TBD	0 Battle Motors LET2	Price:	\$206,768.46
		PDI & DELIVERY - SOURCED GOODS		\$620.00
			Per Unit:	\$207,388.46

Stock#: TBD	VIN:TBD	0 Battle Motors LET2	Price:	\$206,768.46
		PDI & DELIVERY - SOURCED GOODS		\$620.00
			Per Unit:	\$207,388.46

Total Price	\$414,776.92
Documentation Fee	\$245.00
Title Fee	\$330.00
Plate Fee	\$16.00
Total	\$415,367.92

***** Battle Motors Sourcewell Contract #032824-CRN *****

Order Requirements:
- Signed specs w/ each page initialed
- Signed Purchase Contract
- Customer PO

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection to the body builder.
(body will be invoiced separately when delivered complete)

Price is not protected.
Delivery timeframe is not guaranteed.
Trade values subject to change depending on usage/condition.

Global supply chain constraints, force majeure actions, tariffs, and other world events continue to present challenges to production and the industry as a whole; which continue to affect prices and lead times. This quote is presented with the most current information we have at the present time and is subject to change at any time prior to final invoice from Peterbilt Motors Co.

IMPORTANT BUYER INFORMATION

1. **AS IS SALE.** Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. **TERMS AND CONDITIONS.** The terms and conditions for this purchase and sale are attached.
3. **NO ORAL AGREEMENTS.** There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. **NON-CANCELLABLE.** This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein.

Purchaser's Initials

Date**BUYER'S REPRESENTATIONS**

I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

Purchaser's Initials

Date

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions:

1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c)

"Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. **TRADE-IN REAPPRAISAL:** If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. **EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. **TRADE-IN ALLOWANCE.** The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. **TRADE IN PAYOFF.** Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. **BUYER INDEMNITY.** Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. **BUYER DEFAULT PRIOR TO DELIVERY; LIQUIDATED DAMAGES:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered or to otherwise comply with the terms of this Order, Dealer may, at its sole option and discretion cancel the Order and either: a) assess against Buyer liquidated damages of the greater of (i) 5% of the total price which would have been chargeable to Buyer at delivery, or (ii) the actual amount of any cash deposit made by Buyer; or b) decline such liquidated damages and to reserve its claims against Buyer for actual damages and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including consequential damages and lost profits. On either election, Dealer will be entitled to offset any cash deposit made by Buyer and, may further sell any trade-in and may offset the proceeds against the amounts due from Buyer. Buyer agrees and acknowledges that it has ordered the Vehicle(s) based on its own needs and for its own purposes and that such Vehicle(s) may not be subject to prompt resale, and that as such determination of actual damages may be delayed or difficult, and that as such the above stated liquidated damages are reasonable and appropriate for this transaction. Buyer further acknowledges and agrees that based on market conditions, such liquidated damages may prove insufficient to compensate Dealer for Buyer's failure to take delivery or other breach and that as such, Buyer has agreed to the above election of remedies as additional consideration to Dealer in agreeing to the Order.

9. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER:

A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection.

E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE:

A. NEW VEHICLE, DEMONSTRATOR, EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

B. USED VEHICLES: Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer, Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. **RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE.** The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. **LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER:** Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. **TITLE.** The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. **VEHICLE EMISSION LAW.** Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. **CONSEQUENTIAL DAMAGES.** Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. **ATTORNEYS FEES.** In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. **SEVERABILITY.** Buyer and Dealer agree that if any portion of this Order is deemed unenforceable, or is contrary to any applicable statute, administrative code, or state mandated form of agreement or contract, then only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. **WAIVER OF CLASS ACTION.** TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

City Of Bloomington

Purchaser's Name

Sales Representative

Purchaser's Signature

Date

Manager

AGREEMENT AND ACKNOWLEDGMENT
REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-10810

Buyer: City Of Bloomington

Dealer: Alltrux Holdings dba JX Truck Center - Battle Motors IN

Date: 7-9-25

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain bodybuilders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:

Alltrux Holdings dba JX Truck Center - Battle Motors IN
2715 Schuyler Ave
Lafayette IN 47905

BUYER:

City Of Bloomington
FLEET MANAGEMENT DEPT
BLOOMINGTON, IL 61701

By: _____

Print: _____

By: _____

Print: _____



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Purchase of Three Police Interceptor Utility Vehicles (Bid #2025-06), from Terry's Ford, for the Police Department, in the Amount of \$137,475, 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 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND:

The Police Department are recommending the Purchase of three (3) Ford Police Interceptor vehicles through Terry's Ford of Peotone, Illinois using bid # 2025-06.

The Police Department has two (2) marked patrol units and one (1) detective unit to be replaced in this fiscal year. Total repair and maintenance on the three units (P17, P41, and P62) are \$26,038.29 total to date. Recent issues with these vehicles include motor mounts, and issues with the emergency lights, chassis lights, catalytic converter, driver's seat, ignition system, glass, engine emissions, brakes, and HVAC.

Last fiscal year, unit P17 was removed from daily patrol use and converted into a School Resource Unit. This change was made to extend the life of the unit by utilizing it in a lesser capacity. P62 is a marked unit that was removed from active patrol and moved to the range and is being utilized as a training unit. Both P17 and P62 will be replaced with marked patrol units for daily use.

P41 is a unmarked unit that is 9 years old and has 37,052 miles of use. This unit will also be replaced with a marked patrol unit. The unmarked unit will be retained and used as a backup for the Detective Division.

The City issued Bid #2026-06 for the Police Department 2025 or Newer Police Interceptor Utility AWD Vehicles (3) on June 16, 2025. The City received three bid submissions which were unsealed on July 1, 2025. The bid submissions were evaluated for requested variances

from the specifications as well as pricing and delivery time. Terry's Ford did not request any variances from the specifications and was the lowest responsive and responsible bid at \$137,475. The new marked patrol vehicles included specifications that increased driver interior space, all-wheel drive capability for use in snow and ice events, and are pursuit rated. None of the bidders met the local preference policy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

If approved, the City will Purchase three (3) Ford Police Interceptor Utility Vehicles from Terry's Ford, in the amount of \$137,475. The Police Department has budgeted \$204,438 for the purchase. The replacement of these vehicles is included in the FY 2026 Budget under the Police Department-Capital Outlay Licensed Vehicle account (10015110-72130). Stakeholders can locate this in the FY 2026 Budget Books titled "Budget Overview & General Fund" on page 230 and "Other Funds & Capital Improvement Program" on page 101.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[PD 1B Resolution](#)

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

[PD 1D Pricing Proposal](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING THE PURCHASE OF THREE (3) POLICE INTERCEPTOR UTILITY VEHICLES FROM TERRY'S FORD IN THE AMOUNT OF \$137,475 FOR THE POLICE DEPARTMENT PER BID #2026-06

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of three (3) Police Interceptor Utility Vehicles ("PURCHASE"), in the amount of \$137,475; and

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

WHEREAS, the Police Department budgeted for two (2) marked patrol vehicles and one (1) detective vehicle to be replaced in FY26; and

WHEREAS, Fleet is repurposing two marked vehicles (P17 & P62) for non-patrol activities as the two vehicles have reached the end of their useful and recommended life cycles either in years or mileage but can be still used as a training vehicle and School Resource Officer vehicle; and

WHEREAS, Fleet is not replacing P41, an unmarked unit, but is going to utilize the vehicle as a backup detective vehicle and utilize the planned budget to purchase another marked patrol vehicle; and

WHEREAS, the PURCHASE consists of three (3) new black, 2025 Utility All Wheel Drive Police Interceptors which are necessary to support the City's operational needs for patrol activities for the Police Department; and

WHEREAS, the total cost of the PURCHASE is \$137,475 including listed options, destination, and delivery fees; and

WHEREAS, the vehicle is in the FY26 Budget, and 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 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A



TERRY'S FORD
363 N. HARLEM AVENUE
PEOTONE IL 60468
708-258-2400 X2248
815-922-8405 Direct
e-mail: yourfordstore@aol.com

PROPOSAL

Date: July 10, 2025

To: City of Bloomington IL

**Re: 2025 Ford Utility Police Vehicles
as per bid due July 1, 2025**

Per unit: \$45,825.00
3 Units: \$137,475.00

**Window sticker attached (all three units are identical).
In stock.**

Submitted by:
Linda Sucich, Government & Fleet
Terry's Ford
363 N Harlem Avenue
Peotone IL 60468
708-258-2400 X2248 Cell: 815-922-8405

Approved by: City Manager Jeffrey R. Jurgens: _____

Date Signed: _____



EVALUATION TABULATION

ITB No. Bid #2026-06

Police Department 2025 or Newer Police Interceptor Utility AWD Vehicles (3)

RESPONSE DEADLINE: July 1, 2025 at 10:00 am

Report Generated: Thursday, July 24, 2025

Vendor	Total
terry's ford	\$137,475.00
Dwight Ford	\$142,307.10
Bob Maxey Ford	\$143,265.00

BID #2026-06 POLICE DEPARTMENT 2025 OR NEWER POLICE INTERCEPTOR UTILITY ALL WHEEL DRIVE VEHICLES -- 3 VEHICLES

Base Bid We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid. We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

EVALUATION TABULATION

ITB No. Bid #2026-06

Police Department 2025 or Newer Police Interceptor Utility AWD Vehicles (3)

Bid #2026-06 Police Department 2025 or Newer Police Interceptor Utility All Wheel Drive Vehicles -- 3 Vehicles					Bob Maxey Ford		Dwight Ford		terry's ford	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Three (3) Police Interceptor Utility All Wheel Drive Vehicles 2025 or Newer per and all inclusive of the specifications and any addenda if issued.	3	Each	\$47,755.00	\$143,265.00	\$47,435.70	\$142,307.10	\$45,825.00	\$137,475.00
Total						\$143,265.00		\$142,307.10		\$137,475.00

EVALUATION TABULATION

Invitation to Bid - Police Department 2025 or Newer Police Interceptor Utility AWD Vehicles (3)



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Contract with Spheros Environmental Parent Group, Inc., for Cyanotoxin Management and Response Plan, in the Amount of \$74,500, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2b. Quality water for the long term

BACKGROUND: The Water Department is recommending the approval of a response plan and contract with Spheros Environmental Parent Group, Inc. for a cyanotoxin management.

Blue-green algae, also known as cyanobacteria, can produce toxins called cyanotoxins. These toxins can be harmful to humans and animals, particularly when present in harmful algal blooms (HABs). Cyanotoxins can cause various symptoms, including skin irritation, gastrointestinal issues, and in severe cases, liver or nervous system damage. Understanding how, when, and where the City may experience an algal bloom or a harmful algal bloom is critical in providing safe drinking water to our citizens.

This proposal from Spheros Environmental Parent Group, Inc. ("SPHEROS"), will examine decades of data collected by the City, as well as in-person investigatory methods, consultation with cyanobacteria and toxin experts, to provide the City with a response plan should the City's two reservoirs experience an outbreak of blue-green algae or a harmful algal bloom.

The City's two reservoirs are subject to prolonged periods of drought, less-than-normal amounts of precipitation, and warmer weather lasting longer throughout the year, all of which can trigger cyanobacteria and algal blooms. The City experienced an algal bloom in January 2025, due to these conditions, which resulted in higher levels of taste and odor compounds (2-Methylisoborneol or MIB and Geosmin), as well as elevated levels of microcystin, a type of cyanotoxin caused by the algal bloom. The levels of microcystin were not found in the finished drinking water that is produced at the City's Water Treatment Plant; however, levels of microcystin were found in the raw waters of Evergreen Lake and Lake Bloomington. An algaecide treatment was approved by the Illinois Environmental Protection Agency ("IEPA") and was conducted within the two reservoirs, which significantly lowered the amount of microcystin in the raw water.

In addition to the SPHEROS' proposed management plan, the City also conducts weekly sampling from the two reservoirs and inspects the reservoirs for any signs of algal growth. Staff also partnered with the United States Geological Survey ("USGS") for a study of chlorophyll levels present in each reservoir through the use of high-tech satellite imagery, which is then shared with Water Department managers. Chlorophyll A, a pigment used for photosynthesis, is a key indicator of cyanobacteria and overall algae biomass in water, making it important for monitoring and managing drinking water quality.

This proposal will also analyze the sediment layer in preparation for any potential dredging project that may occur in the future. A much smaller analysis was completed in 2019 for the Watershed Management Plan, but this proposal will encompass a larger area of the reservoir to aid in the planning and development of a dredging proposal.

Northwater Consulting was selected as part of the Request for Qualifications ("RFQ") #2025-32 - FY25 Multi-Year Architectural, Engineering, and Professional Services for the category of Environmental services. Northwater was acquired by Spheros Environmental in May 2025 and assumed all their contracts. The services offered by Northwater did not change and their qualifications are the same when they qualified for the current AEPS RFQ. There are six firms that were selected in this category. Staff reviewed all the proposals and selected Northwater/Spheros as the most qualified for this project. Northwater/Spheros was selected as the most qualified due to the following work experience: worked extensively throughout the area reservoirs and watershed over the years, creating the IEPA-approved Watershed Management Plan and the Source Water Protection Plan; successfully managed the algaecide treatment of both reservoirs; successfully managed the Compliance Commitment Agreement with the IEPA for the accidental release of lime sludge into Money Creek in 2020; and worked on various other projects for water supply augmentation and other hydrological projects for the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a contract with Spheros Environmental Parent Group, Inc., for Cyanotoxin Management and Response Plan, in the Amount of \$74,500. This will be paid from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220). Stakeholders can locate this in the FY 2026 Budget Book titled "Other Funds & Capital Improvement" on page 141.

Respectfully submitted for consideration.

Prepared by: Joe Darter, Property Manager

ATTACHMENTS:

[WTR 1B Resolution](#)

[WTR 1C Resolution - Exhibit A](#)

RESOLUTION NO. 2025 - ____

A RESOLUTION APPROVING A CONTRACT WITH SPHEROS ENVIRONMENTAL PARENT GROUP, INC., FOR CYANOTOXIN MANAGEMENT AND RESPONSE PLAN, IN THE AMOUNT OF \$74,500

WHEREAS, subject to the provisions of the City Code, City staff are recommending that a contract with Spheros Environmental Parent Group, Inc., be approved for the Cyanotoxin Management and Response Plan (Exhibit A), in the amount of \$74,500 ("PROJECT"); and

WHEREAS, the PROJECT consists of work necessary to understand, manage, control, and monitor cyanotoxins and other algal blooms within the City's two reservoirs; and

WHEREAS, to better manage the water supply and ensure that the public's health is protected, a program designed to understand and manage cyanotoxin levels is needed to assist the City of Bloomington with controlling and managing such levels; 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, 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 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

April 30, 2025

Joseph M. Darter
Property Manager
City of Bloomington Illinois Water Department
25515 Waterside Way
Hudson, IL 61748

Ref: Legacy Lake Sediment Analysis and Planning

Dear Mr. Darter:

We appreciate the opportunity to assist the City of Bloomington in evaluating sediment in Lake Bloomington to guide strategic dredging alternatives to increase lake storage and mitigate cyanotoxin and Harmful Algal Bloom risk at Lake Bloomington. This proposal also includes planning activities to support the City in addressing water quality issues in both lakes and satisfying regulatory concerns. We have compiled a team of experts that include Dr. Ciera Baird from Aquatic Control, and Peter Berrini from Berrini and Associates.

Should you have any questions please do not hesitate to contact Jeff Boeckler at +1.217.725.3181 or James Adamson at +1.630.742.6836. For convenience, this letter proposal and attached terms and conditions may serve as an executable agreement, in which case, the executed copies of this letter proposal shall set forth the contractual elements of this agreement between the City of Bloomington and Spheros Environmental.

Scope of Work

Activity 1.0: Legacy Sediment Analysis

Spheros will build upon the sediment assessment conducted at four locations in Lake Bloomington in 2020 under the watershed management program. As a next step, a focused scoping study will be conducted to develop a targeted work plan identifying up to twelve (12) high-priority locations for additional sediment analysis. This will include analyzing water quality data for the lake, recent bathymetry mapping, and historical sediment data.

Sediment cores will be collected at each selected site using polycarbonate core tubes and/or an Ekman dredge. Sediment thickness will also be estimated at each location. Samples will be analyzed for a suite of parameters associated with internal nutrient loading, eutrophication, and elevated risk of harmful algal blooms (HABs), cyanotoxins, and taste-and-odor compounds. This activity and associated budget assume that City staff and boat will be available to support the data collection, similar to how sediment samples were collected in 2020.

The resulting data will be evaluated to understand the extent to which sediment conditions may be contributing to ongoing water quality impairments. Findings will inform the development of a strategic dredging program aimed at both increasing lake capacity and mitigating eutrophication-related risks.

The final list of analytical parameters will be determined during the scoping phase; a preliminary list is provided below:

- Total phosphorus,
 - extractable fractions
- Organic matter (LOI or % organic carbon)
- Sediment oxygen demand (SOD)
- Aluminum (to assess P binding capacity)
- Fe (HCl extractable)

A technical memorandum will be produced that outlines the methods, results, findings, and strategic dredging recommendations with preliminary cost estimates.

Activity 2.0: Data Review and Vulnerability Assessment

Spheros will review existing City and third-party data, evaluate cyanotoxin guidelines and current monitoring efforts, and examine existing response procedures. This effort will focus on assessing cyanotoxin and HAB risk history, triggering factors and overall vulnerability to inform options for prevention, control, mitigation, and treatment.

This activity will include a focus on the 2025 water quality issues as a case study to document lessons learned, and better understand the triggers to guide the planning effort.

We will work with Donohue and Associates and Aquatic Control in this activity. Donohue will conduct a preliminary evaluation of the drinking water treatment plant to inform recommendations for treatment and/or infrastructure modification if determined necessary. Aquatic Control will provide technical ecotoxicology and HAB expertise to support the case study analysis and support the vulnerability assessment.

Activity 3.0: Preparation and Monitoring Plan

Source water (lake) and system observations are vital for determining if, and when to begin monitoring in raw and finished water, how to adjust treatment operations, and when to communicate with external stakeholders and the public. In close coordination with City staff, Spheros and Aquatic Control will evaluate the City's current monitoring programs and recommend modifications or enhancements in line with best practices and guidelines to optimize early warning detection and minimize risks.

We will then develop a comprehensive monitoring plan that includes:

1. Predictive Raw/Source Water Quality Monitoring
 - Building on the City's existing robust program, we will recommend any adjustments, additional procedures, or resources needed to anticipate potential events
2. Action and Notification Thresholds
 - Establish levels at which specific actions and notifications are required, along with a clear process for measurement and tracking
3. Finished Water Monitoring Parameters
 - Define parameters that trigger treatment adjustments based on finished water quality results
4. Ongoing Sampling and Quality Assurance
 - Outline procedures for continuous monitoring of raw and finished water, including sampling, testing, and QA/QC protocols

Activity 4.0: Prevention, Control and Treatment

The Management and Response Plan will detail strategies to prevent and mitigate cyanobacterial issues in both raw and finished water, drawing on multiple lines of defense:

1. Watershed Implementation Plans
 - Identify how watershed implementation plans can help minimize HAB triggers and overall cyanotoxin risk
2. Water Treatment Plant Optimization
 - Outline pre- and post-event adjustments to existing processes to manage cyanotoxins effectively
 - Include protocols for enhanced monitoring, alternative treatment steps, and rapid response measures
3. Source Water Mitigation and Lake Interventions
 - Evaluate potential in-lake treatments or other measures to reduce or control blooms when risk levels rise
 - Consider infrastructure and lake management options to mitigate conditions that contribute to issues
 - Lake dredging to reduce risks
 - Alternate water supplies

Activity 5.0: Communications

An accompanying communication plan will be developed to:

1. Identify Key Contacts
 - List local and state agencies, water operators, managers, and customers who must



- be notified
- 2. Provide Communication Materials
 - Prepare internal and stakeholder resources detailing cyanotoxin risks and the City's response actions
- 3. Establish Protocols and Triggers
 - Define responsibilities and conditions for issuing public notifications and conducting internal briefings
- 4. Guide Post-Event Reviews
 - Develop a questionnaire to facilitate debriefs and continuous improvement after an event

Activity 6.0: Final Plan and Workshop

The final plan will include:

1. Executive Summary and System Overview
 - Briefly describe the water system, source waters, and relevant details from the 2022 Source Water Protection Plan
2. Routine Water Quality Monitoring
 - Summarize current practices and any proposed enhancements for ongoing monitoring
3. Risk Factors and Historical Indicators
 - List known cyanotoxin indicators, past bloom events, and contributing factors
4. Action Levels and Notification Procedures
 - Define thresholds that trigger specific actions and notifications, along with clear tracking methods
5. Preparation and Monitoring Plan
 - Outline steps for early detection, event readiness, and ongoing assessments
6. Communication Plan
 - Detail strategies for informing stakeholders, including internal teams, external agencies, and the public
7. Long-Term Activities
 - Identify measures for ongoing risk reduction, including watershed management, dredging, infrastructure, alternate water supplies etc
8. Staff Training Workshop
 - Conduct a session to familiarize city personnel with the response plan and clarify individual responsibilities

Schedule

The duration of this project will depend on timing of contract award and the availability of City staff to support the project. We estimate 6 to 8 months to complete all activities.

Budget

The project fee for the described scope of work is estimated at **\$69,500.00**, this includes a budgetary estimate of \$7,500.00 for sediment laboratory costs. This includes two site-visits: (i) Sediment sampling, and (ii) workshop and meetings with City staff. The budget also includes a \$5,000.00 budget for any out-of-scope activities or consulting that may be requested or required as the process is underway.

Activity	Description	Fee
1-6	Legacy Sediment Analysis and Lake Planning	\$62,000.00
lab	Laboratory Budgetary Estimate	\$7,500.00
Subtotal		\$69,500.00
	Out of scope and supplemental consulting (optional)	\$5,000.00
Grand Total		\$74,500.00

Spheros will invoice the City Bloomington monthly based on percentage complete. Any out of scope and supplemental consulting and associated expenses will be billed monthly based on Spheros's billing rate schedule.

Miscellaneous Contractual Items

This proposal is valid for a maximum period of 6-months. During this time, we shall notify the City if anything changes that may affect the ability of our team to execute this project as proposed.

This proposal is submitted under Spheros Environmental's prequalified status with the City of Bloomington, any resulting contract with the City from this technical proposal shall include the contractual terms and conditions that have been negotiated with the City.

If the terms of this agreement and conditions are found to be satisfactory, please sign this proposal and agreement in the space provided below and return one scanned copy to our office via email. If you have any questions, do not hesitate to call with any questions that you may have. James can be reached at +1.630.742.6836 or by email at james.adamson@spherosenvironmental.com.



Sincerely,
Spheros Environmental



Jeff Boeckler
Principal



James Adamson
Principal

Accepted For:
City of Bloomington

By: _____

Title: _____

Date: _____



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: July 28, 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.

Council met in Executive Session on July 14, 2025, and reviewed the content of seven (7) sets of minutes regarding historical Executive Session meetings as required by OMA. The content-based review of the minutes occurred, and the minutes are now being recommended for approval and to be held confidential as outlined in the proposed Resolution.

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 sessions 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 July 14, 2025; 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 December 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 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, 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
December 9, 2024	Section 2(c)(12) of 5 ILCS 120 - Claim Settlement; Section 2(c)(21) of 5 ILCS 120 - Review of Closed Session Minutes
February 10, 2025	Section 2(c)(11) of 5 ILCS 120 - Pending Litigation; Section 2(c)(12) of 5 ILCS 120 - Claim Settlement
March 17, 2025	Section 2(c)(1) of 5 ILCS 120 – Personnel; Section 2(c)(2) of 5 ILCS 120 - Collective Bargaining
April 14, 2025	Section 2(c)(1) of 5 ILCS 120 – Personnel; Section 2(c)(5) of 5 ILCS 120 - Land Purchase
April 28, 2025	Section 2(c)(11) of 5 ILCS 120 - Pending Litigation
May 27, 2025	Section 2(c)(2) of 5 ILCS 120 - Collective Bargaining
June 16, 2025	Section 2(c)(2) of 5 ILCS 120 - 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.H.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment to the R-2 (Mixed Residence) District, for the Property Located at 804 N. Clinton Street (PIN: 21-04-232-013), as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 3c. Revitalization of older commercial homes

Objective 4b. Upgraded quality of older housing stock

BACKGROUND: The Applicant seeks approval of a Zoning Map Amendment to allow for an additional residential opportunity at the property.

Summary of the Request:

- Rezone a 0.04 acre (1,740 square feet) parcel of land from the B-1 (General Commercial) District to the R-2 (Mixed Residence) District.
- The Applicant would seek to re-combine the property with the property to the north, 523 E. Chestnut St., under common ownership.
- The existing structure on the property would function as a potential Accessory Dwelling Unit.

The subject property is located near the intersection of N. Clinton Street and W. Chestnut Street. Neighboring properties are zoned both commercial and residential.

The 2035 Comprehensive Plan Future Land Use Map identifies this property as being in the "Neighborhood Commercial." The Land Use Priorities Map does not identify this property.

On July 2, 2025, the Planning Commission held a public hearing on the request. The Commission voted 6-0-0 in favor of adopting findings of fact that the request was in the public interest and recommended approval of the request to the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on June 16, 2025. Courtesy notices were mailed to 80 property owners within 500 feet of the subject properties.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[DSD 1B Ordinance](#)

[DSD 1C Ordinance - Exhibit B - Planning Commission Findings of Fact](#)

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO THE R-2 (MIXED RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 804 N. CLINTON STREET (PIN: 21-04-232-013)

WHEREAS, there was heretofore filed with the Development Services Department of the City of Bloomington, McLean County, Illinois, an application requesting a Zoning Map Amendment from B-1 (General Commercial) District to R-2 (Mixed Residence) District for the property at 804 N. Clinton St., legally described in Exhibit A (PROPERTY); and

WHEREAS, the Planning Commission, after proper notice was given, conducted a public hearing on said Zoning Map Amendment request; and

WHEREAS, the Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706, hereinafter attached as Exhibit B; and

WHEREAS, the Planning Commission voted (6-0-0) to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the Zoning Map Amendment.

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 (Exhibit B) and the Zoning Map Amendment from the B-1 (General Commercial) District to R-2 (Mixed Residence) District for the PROPERTY at 804 N. Clinton St., legally described in Exhibit A, is hereby approved.

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

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

THE SOUTH 34 FEET OF LOT 1, BLOCK 3 IN FLAGG'S SECOND ADDITION TO THE CITY
OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

Address: 804 N. Clinton St.
PIN: 21-04-232-013

EXHIBIT B



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

These are the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **Mark Rudicil** (APPLICANT), in **case Z-06-25**, related to **Zoning Map Amendment** from the B-1 (General Commercial) District to the R-2 (Mixed Residence) District (REQUEST).

The request is related to the property: 804 N. Clinton St., PIN: 21-04-232-013 (PROPERTY).

After proper notice was given, as required by law, the COMMISSION held a public hearing on the REQUEST, on **July 2, 2025**, and hereby reports their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING ZONING MAP AMENDMENTS:

1. **The suitability of the subject PROPERTY for uses authorized by the existing zoning.** This standard is met. The existing commercial zoning of the property presents limited opportunities for the Applicant due to the size of the tenant space and availability of parking. The site is constricted and is more suitable for residential use.
2. **The length of time the PROPERTY has remained vacant as zoned considered in the context of land development in the area.** This standard is met. The property has been vacant as a commercial building for over one year. Other commercial zoned properties in the direct area include a multi-tenant office space south of the property and another partially vacated multi-tenant building across Clinton Street. The higher vacancy rate would seem to indicate that this area is not currently as attractive to commercial users.
3. **The suitability of the subject PROPERTY for uses authorized by the proposed zoning.** This standard is met. The subject property would be appropriate for most uses permitted in the R-2 District and could be appropriate for the proposed Accessory Dwelling Unit if other requirements can be met.
4. **The existing land uses and zoning of nearby property.** This standard is met. The property is generally surrounded by single-family and multi-family residential properties with commercial to the south. The property was once included as part of the residential property to the north; when it was changed to commercial zoning the designation created an inconsistent boundary between the zoning districts. The existing zoning of this property could be considered an example of "spot-zoning" on an otherwise residential block.

5. **Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.** This standard is met. The relative gain for the Owner and the community from the Map Amendment is positive as the Applicant would be restoring a vacant building to an active use that would create a beneficial impact to the surrounding area, with a residential rather than commercial use.
6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. The existing street network adequately serves the subject property. Vehicle access is provided via an existing curb cut along Clinton Street and would continue to function this way for an updated residential use or be altered to access via the alley as part of the single-family property accessing off Chestnut.
7. **The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. Interior updates would be required to convert the building to residential. Stormwater management on the subject property will continue to be managed according to the City's Manual of Practice, if any exterior changes are contemplated in the future. Drainage patterns are not expected to change.
8. **The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. Adequate services are already available to the property, but it is unclear exactly how the existing building is connected to water and sewer service. The Applicant would need to ensure that water and sewer items meet current code requirements as part of any effort to reoccupy the vacant structure.
9. **The extent to which property values are diminished by the restrictions of the proposed zoning.** This standard is met. Property values are unlikely to be diminished by the Map Amendment. Increasing zoning consistency for existing uses is typically stabilizing, and this proposal results in the creation of a conforming lot, assigned to a single zoning district.
10. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The 2035 Comprehensive Plan's Future Land Use Map identifies this area as Neighborhood Commercial. This is likely due to the practice of maintaining existing zoning and uses for areas not considered emerging or expected to change. Due to the unique nature of this property and the history regarding the original residential use and wishing to restore it to residential, it would seem acceptable to recommend against commercial continuation. The Land Use Priorities Map does not identify this property.

11. Whether the City needs more of the types of uses allowed in the proposed district. This standard is met. The City is in need of additional housing options and the Applicant would essentially be restoring the property to its original size and use function.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest and not solely for the benefit of the APPLICANT.

Therefore, this COMMISSION recommends that the REQUEST for a Zoning Map Amendment to the R-2 (Mixed Residence) District, for the PROPERTY described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 6-0-0

AYES: Beyer, Boyd, Muehleck, Peradotti, Sochotsky, Mosley

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

7/21/2025 | 9:10 AM CDT

Date



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Ordinance Designating a Local Landmark, and Approving a Zoning Map Amendment to Add the S-4 (Historic Preservation District) Overlay, for The Daily Pantagraph Building and the Property at 301 W. Washington Street, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 6e. Preservation of historic buildings

BACKGROUND: The Applicant seeks approval of a Zoning Map Amendment to designate The Daily Pantagraph Building as a "Local Landmark" and to have the S-4 (Historic Preservation District) Overlay zoning applied to the subject property.

Summary of the Request:

The [Daily] Pantagraph Building - in one form or another - has been a presence on the west side of Downtown Bloomington for approximately 150 years. When they outgrew their original building at Washington and Madison, they simultaneously demolished the old and constructed the new, in the same place, to avoid shutting down during that time. That corner has been home to countless intellectual pursuits and documentation of community intrigues; all housed in one of the few remaining structures designed by Architect James William Thomas. In 2018, the building became vacant and is now owned by the Applicant, who has requested to have the property Designated.

Specifically, the following exterior architectural features have been called out as worthy of protection during future reviews for Certificates of Appropriateness, and are requested for inclusion in the Designating Ordinance:

- The east and south facades are primary to the design. The west and north facades are secondary to the design. The National Park Service bulletin ITS21 should be used as a guide for changes to secondary facades.
- Stonework on primary facades, including plain ashlar blocks, pilasters, sills, water tables, and cornices, including carved "Pantagraph," shouldered architrave, and stepped back stonework at Washington St. entrance.
- Metal spandrels and sills.
- Form and massing of the 1935 building; plus, the form and massing of 1965 addition, and the form and massing and solidity of the 1975 stone-clad additions.

- Window and door sizes of the 1935 building and the 1965 addition.
- Basement window grills.

The 2035 Comprehensive Plan Future Land Use Map identifies these properties as being in the "Built Area," categorized as Mixed Use. The Land Use Priorities Map does not identify this property.

On June 26, 2025, the **Historic Preservation Commission** held a public hearing and determined The Daily Pantagraph Building meets the criteria to be classified as a Local Landmark, and recommended application of the S-4 (Historic Preservation District) Overlay zoning to the Planning Commission.

On July 2, 2025, **the Planning Commission** held a public hearing and received no testimony in opposition to the request. The Commission **voted 7-0-0 in favor** of adopting findings of fact that the request was in the public interest and recommending approval of the request to City Council. A Resolution transmitting their recommendation is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on June 6, 2025. Courtesy notices were mailed to 82 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Planning Manager

ATTACHMENTS:

[DSD 1B Ordinance](#)

[DSD 1C Planning Commission Resolution 2025-02](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE DESIGNATING A LOCAL LANDMARK, AND APPROVING A ZONING MAP AMENDMENT TO ADD THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY, FOR THE DAILY PANTAGRAPH BUILDING AND THE PROPERTY AT 301 W. WASHINGTON STREET (PIN: 21-04-331-009)

WHEREAS, there was heretofore filed with the Development Services Department of the City of Bloomington, McLean County, Illinois, by Lifelong Access, an application requesting that The Daily Pantagraph Building (PANTAGRAPH) and property at 301 W. Washington Street, legally described in Exhibit "A" (PROPERTY), be recognized for historic and cultural significance, and that the S-4 (Historic Preservation District) Overlay be applied to the property; and

WHEREAS, the Historic Preservation Commission, after providing appropriate public notice, and after holding a public hearing on June 26, 2025, determined that the structure known as The Daily PANTAGRAPH Building possess sufficient integrity of location, design, materials, and workmanship to make them worthy of preservation or restoration, and meet the following criteria for Designation as specified in § 44-804B(2) of the Bloomington City Code, 1960, as amended:

1. Character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and
2. Identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation; and
3. Embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and
4. Identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois, or the Nation; and
5. Their unique location or singular physical characteristics that make it an established or familiar visual feature; and
6. Their suitability for preservation or restoration; and

WHEREAS, the Historic Preservation Commission has determined that the following are significant exterior architectural features of the PANTAGRAPH that should be reviewed for appropriateness before construction, alteration, demolition, or removal:

1. The east and south facades are primary to the design. The west and north facades are secondary to the design. The National Park Service bulletin ITS21 should be used as a guide for changes to secondary facades; and
2. Stonework on primary facades, including plain ashlar blocks, pilasters, sills, water tables and cornices, including carved "Pantagraph", shouldered architrave and stepped back stonework at Washington St. entrance; and
3. Metal spandrels and sills; and
4. Form and massing of the 1935 building; plus, the form and massing of 1965 addition, and the form and massing and solidity of the 1975 stone clad additions; and
5. Window and door sizes of the 1935 building and the 1965 addition; and
6. Basement window grills; and

WHEREAS, the Historic Preservation Commission passed *Historic Preservation Commission Resolution 2025-01* recommending that the Planning Commission Designate the PANTAGRAPH as historically significant, and recommending that the Planning Commission recommend, and City Council adopt, a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay Zoning to the PROPERTY; and

WHEREAS, the Planning Commission, after providing appropriate public notice, and after holding a public hearing on July 2, 2025, also determined the PANTAGRAPH meets the criteria for consideration of Designation in § 44-804B(2), and voted to reaffirm the Historic Preservation Commission's action of classifying the PANTAGRAPH as a Local Historic Landmark; and

WHEREAS, the Planning Commission, after providing appropriate public notice, and after holding a public hearing on July 2, 2025, found that the proposed Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay is in the public interest and not solely for the benefit of the applicant, meeting the standards detailed in § 44-1706E(2) of the Bloomington City Code, 1960, as amended; and

WHEREAS, the Planning Commission passed *Planning Commission Resolution 2025-02* recommending that the City Council adopt the proposed Zoning Map Amendment to apply the S-4 (Historic Preservation District) Overlay to the PROPERTY; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve said Zoning Map Amendment.

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 Historic Preservation Commission and Designation of the structure known as *The Daily Pantagraph Building* on the property at 301 W. Washington Street, as legally described in Exhibit "A", as a Local Historic Landmark is reaffirmed.

SECTION 3. The Council hereby adopts the findings of fact of the Planning Commission and the Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay to the property at 301 W. Washington Street, as legally described in Exhibit "A", is hereby approved.

SECTION 3. The City Clerk is hereby directed and 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 28th day of July 2025.

APPROVED this _____ day of July 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

ORIGINAL TOWN LOTS 25,26,27 & (EX E16') LOT 28 & DIETRICH'S SUB LOT 29, 30 & E16'
LOT 28 ORIG TOWN LOTS 1 THRU 6 & VAC ALLEY BETW & ADJ

ADDRESS: 301 W. Washington Street

PIN: 21-04-331-009

PLANNING COMMISSION RESOLUTION NO. 2025-02

A RESOLUTION DESIGNATING THE DAILY PANTAGRAPH BUILDING AS A LOCAL HISTORIC LANDMARK AND RECOMMENDING THAT THE S-4 (HISTORIC PRESERVATION DISTRICT) OVERLAY ZONING BE APPLIED TO THE PROPERTY KNOWN AS 301 W. WASHINGTON STREET (PIN: 21-04-331-009)

WHEREAS, *The Daily Pantagraph Building* on the property at 301 W. Washington Street was originally constructed at that location in 1875; and

WHEREAS, the original building was replaced in 1935, and that structure still stands today; and

WHEREAS, property owner Lifelong Access, submitted a request to have The Daily Pantagraph Building considered as a Local Historic Landmark, and have a Zoning Map Amendment apply the S-4 (Historic Preservation District) Overlay to the property at 301 W. Washington Street, legally described in Exhibit “A”, attached hereto, and incorporated herein by reference; and

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, the Historic Preservation Commission, after holding a public hearing on June 26, 2025, passed *Historic Preservation Commission Resolution 2025-01*, attached hereto as Exhibit “B”, and made part of by reference herein, recommending to the Planning Commission that the property at 301 W. Washington Street have the S-4 (Historic Preservation District) Overlay zoning added on the City’s Official Zoning Map; and

WHEREAS, the Planning Commission, after providing proper notice and holding a public hearing on July 2, 2025, established appropriate findings of fact and determined that the subject property and structures meets the criteria to be classified as Historic Landmarks and that a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay zoning is in the public interest and not solely for the benefit of the Applicant; and

WHEREAS, based on the findings stated above, the *Historic Preservation Commission Resolution 202-01*, and the Planning Commission’s Nomination Report, attached hereto as Exhibit “C”, and incorporated herein by reference, the Planning Commission voted to affirm the Historic Preservation Commission’s Designation of the subject structures as Local Historic Landmarks, and to recommend application of the S-4 (Historic Preservation District) Overlay for the property located at 301 W. Washington Street; and

WHEREAS, the Planning Commission has the power to adopt this Resolution and make a recommendation to the Bloomington City Council to approve a Zoning Map Amendment and apply the S-4 (Historic Preservation District) Overlay zoning.

PLANNING COMMISSION RESOLUTION NO. 2025-02

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

Section 1: The Planning Commission hereby adopts the findings and determinations of the Historic Preservation Commission, as related to the property at 301 W. Washington Street, as stated in *Historic Preservation Commission Resolution 2025-01*.

Section 2: The Historic Preservation Commission's action of classifying *The Daily Pantagraph Building* on the property at 301 W. Washington Street as Local Historic Landmarks, per § 44-804 of the City Code, is upheld and reaffirmed.

Section 3: The Planning Commission recommends to the Bloomington City Council that the premises located at 301 W. Washington Street, legally described in Exhibit "A," have the S-4 (Historic Preservation District) Overlay zoning applied on the City's Official Zoning Map.

PASSED this 2nd of July, 2025.

APPROVED this 3 of July, 2025.

PLANNING COMMISSION



Justin Boyd, Commission Chair

ATTEST



Alissa Pemberton, Staff Liaison

PLANNING COMMISSION RESOLUTION NO. 2025-02

EXHIBIT A

Legal Description

ORIGINAL TOWN LOTS 25,26,27 & (EX E16') LOT 28 & DIETRICH'S SUB LOT 29, 30 & E16' LOT 28
ORIG TOWN LOTS 1 THRU 6 & VAC ALLEY BETW & ADJ

ADDRESS: 301 W. Washington Street

PIN: 21-04-331-009

**PLANNING COMMISSION RESOLUTION NO. 2025-02
EXHIBIT B**

HISTORIC PRESERVATION COMMISSION RESOLUTION NO. 2025-01

**A RESOLUTION DESIGNATING THE DAILY PANTAGRAPH BUILDING AS A LOCAL
HISTORIC LANDMARK AND RECOMMENDING THAT THE S-4 (HISTORIC
PRESERVATION DISTRICT) OVERLAY ZONING BE APPLIED TO SUCH**

WHEREAS, *The Daily Pantagraph Building* on the property at 301 W. Washington Street was originally constructed at that location in 1875; and

WHEREAS, the original building was replaced in 1935, and that structure still stands today; and

WHEREAS, property owner Lifelong Access, submitted a request to have The Daily Pantagraph Building considered as a Local Historic Landmark, and have a Zoning Map Amendment apply the S-4 (Historic Preservation District) Overlay to the property at 301 W. Washington Street, legally described in Exhibit "A", attached hereto, and incorporated herein by reference; and

WHEREAS, the Historic Preservation Commission, after providing proper notice and holding a public hearing on June 26, 2025, established findings of fact and determined that the structure on the property meets the criteria to be classified as a Local Historic Landmark, as outlined in § 44-804B(2), including:

1. Character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and
2. Identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;
3. Embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and
4. Identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois, or the Nation; and
5. Their unique location or singular physical characteristics that make it an established or familiar visual feature; and
6. Their suitability for preservation or restoration; and

WHEREAS, based on the findings stated above and the Nomination Report provided as Exhibit "B", attached hereto, and incorporated herein by reference, the Historic Preservation Commission voted to designate the subject structure as a Local Historic Landmarks and to recommend application of the S-4 (Historic Preservation District) overlay for the property located at 301 W. Washington Street to the Planning Commission; and

WHEREAS, the Historic Preservation Commission has the power to adopt this Resolution and make a recommendation to the Bloomington Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1: *The Daily Pantagraph Building* is hereby classified as a Local Historic Landmark, per § 44-804 of the City Code.

Section 2: The Historic Preservation Commission recommends to the Bloomington Planning Commission that the premises located at 301 W. Washington Street, legally described in Exhibit “A” and depicted in Exhibit “B”, have the S-4 (Historic Preservation District) Overlay zoning applied on the City’s Official Zoning Map.

PASSED this 26th of June, 2025.

APPROVED this 27th of June, 2025.

HISTORIC PRESERVATION COMMISSION

ATTEST





Sarah Lindenbaum, Commission Chair

Alissa Pemberton, Staff Liaison

Exhibit A
Legal Description

ORIGINAL TOWN LOTS 25,26,27 & (EX E16') LOT 28 & DIETRICH'S SUB LOT 29, 30 & E16' LOT 28
ORIG TOWN LOTS 1 THRU 6 & VAC ALLEY BETW & ADJ

ADDRESS: 301 W. Washington Street

PIN: 21-04-331-009

Exhibit B

NOMINATION REPORT FOR LOCAL HISTORIC LANDMARK STATUS FOR THE DAILY PANTAGRAPH BUILDING AT 301 W. WASHINGTON STREET



PROPERTY INFORMATION

Subject property: 301 W. Washington St
Existing Zoning: D-2 (Downtown Transitional) District
Existing Land Use: Vacant
Property Size: 198' x 240' (47,520 square feet)

HISTORIC INFORMATION

Year Built: 1875/1935/1965
Architectural Style: Art Deco
Architect: James William Thomas, with Schaeffer and Hooten as Associates
Historic District: N/A
Alternate Name: The Daily Pantagraph Building

BACKGROUND

The statements and findings of the Staff Report presented to the Historic Preservation Commission, and the Nomination Research Statement prepared by the Applicant, related to case BHP-20-25 are accepted and incorporated herein by reference.

The [Daily] Pantagraph building—in one form or another—has been a presence on the west side of Downtown Bloomington for approximately 150 years. When they outgrew their original building at Washington and Madison, they simultaneously demolished the old and constructed the new, in the same place, to avoid shutting down during that time. That corner has been home to countless intellectual pursuits and documentation of community intrigues, all housed in one of the few remaining structures

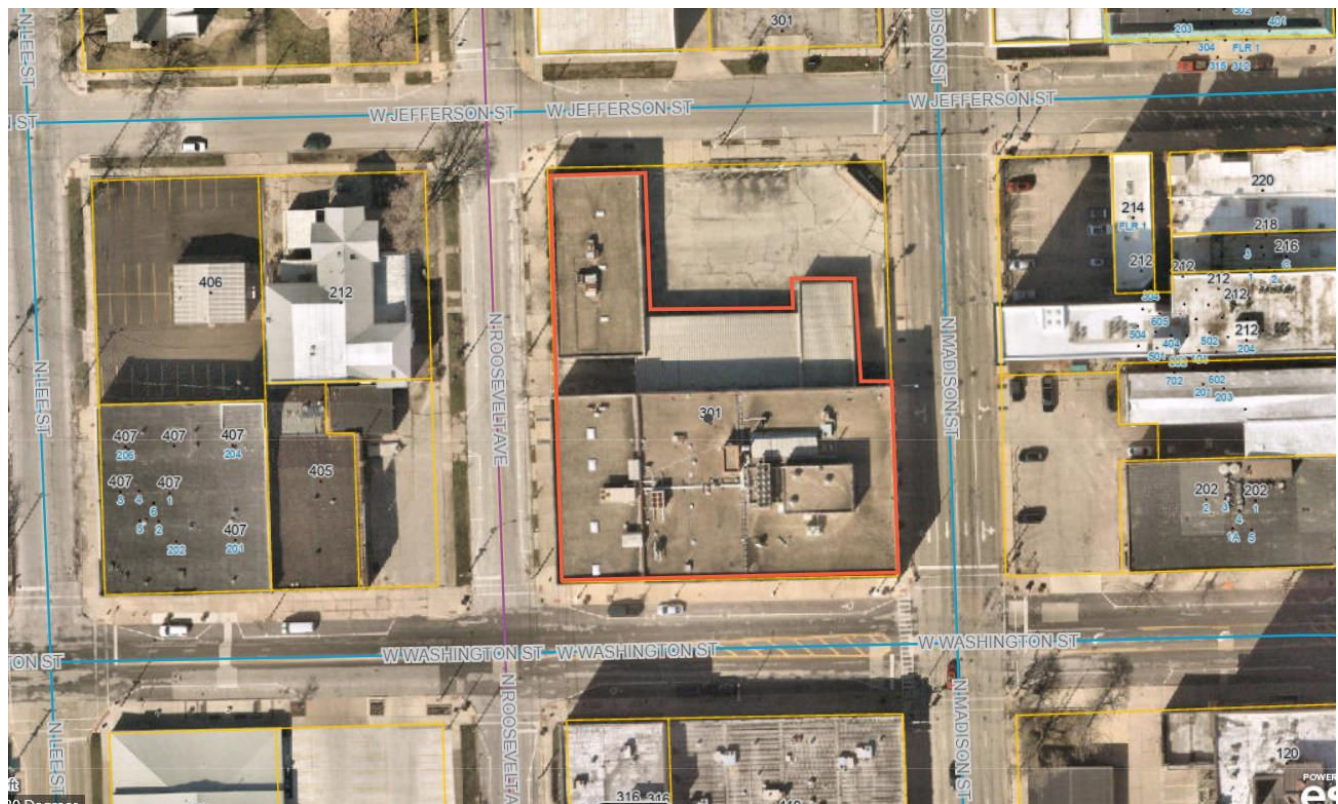
designed by Architect James William Thomas. In 2018 the building became vacant and is now owned by the Applicant who seeks Designation of the subject property.

SIGNIFICANT EXTERIOR ARCHITECTURAL FEATURES RECOMMENDED FOR PROTECTION

The following architectural features have been specifically called out as worthy of protection during future reviews for Certificates of Appropriateness:

- The east and south facades are primary to the design. The west and north facades are secondary to the design. The National Park Service bulletin ITS21 should be used as a guide for changes to secondary facades.
- Stonework on primary facades, including plain ashlar blocks, pilasters, sills, water tables and cornices, including carved “Pantagraph”, shouldered architrave and stepped back stonework at Washington St. entrance.
- Metal spandrels and sills.
- Form and massing of the 1935 building; plus, the form and massing of 1965 addition, and the form and massing and solidity of the 1975 stone clad additions.
- Window and door sizes of the 1935 building and the 1965 addition.
- Basement window grills

LOCATION MAP



PLANNING COMMISSION RESOLUTION NO. 2025-02**EXHIBIT C****PLANNING COMMISSION REPORT ON LOCAL HISTORIC LANDMARK STATUS AND THE
APPROPRIATE APPLICATION OF THE S-4 (HISTORIC PRESERVATION DISTRICT)
OVERLAY ZONING FOR 301 W. WASHINGTON STREET**

PROPERTY INFORMATION

Subject property: 301 W. Washington Street
Existing Zoning: D-2 (Downtown Transitional) District
Existing Land Use: Vacant

BACKGROUND

The statements and findings of the Staff Report presented to the Planning Commission, related to case Z-05-25, are accepted and incorporated herein by reference.

KEY CONSIDERATIONS OF THE SUBJECT ZONING MAP AMENDMENT:

1. The underlying D-2 (Downtown Transitional) District zoning for the subject property remains appropriate and will not change as a result of the proposed action. The types and intensity of uses permitted on the subject property will not change as a result of the proposed action. This results in no additional risk to surrounding property owners and continues to provide reasonable use of the subject property for the current and future owners.
2. The addition of the S-4 Overlay provides an added level of expectation and consistency for surrounding property owners which may help to stabilize, or even improve, property values in the neighborhood and Historic Downtown. This is a change benefiting the public interest.
3. The City's Comprehensive Plan specifically directs, "Identify, conserve, and preserve the City's heritage resources as a basis for retaining and enhancing strong community character and a sense of place," including the use of "zoning, code enforcements and other regulatory tools to protect the City's historic and cultural resources" (ACH-4; ACH-4.1b). The proposed action supports an identified and codified community value.

FINDINGS OF THE PLANNING COMMISSION:

1. The subject structures meet the criteria to be classified as Local Historic Landmarks, as outlined in § 44-804B(2), including:
 - Character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois, or the United States of America (the Nation); and
 - Identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;
 - Embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; and
 - Identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois, or the Nation; and
 - Their unique location or singular physical characteristics that make it an established or familiar visual feature; and
 - Their suitability for preservation or restoration; and
2. The Zoning Map Amendment is in the public interest and not solely for the benefit of the Applicant.



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Transitional Yard Clarification, Vehicle Fueling, Automobile Services Station, and Vehicle Repair and Service Permissions and Provisions; Prior Omission of Assisted-Living Facilities Permission; and Administrative Procedures, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Per § 44-1706B, text amendments may be proposed by City Staff. The following recommendations are proposed for improvements or additions to the City of Bloomington's Zoning Code (Chapter 44).

Summary of Topics Addressed:

- *Clarifying Transitional Yards in Residential Districts.* Confusing language and Code structure make it difficult to identify the setback for rezoned "transitional" properties in Residential Districts. The intent is to provide gentle change for the lower intensity Districts, but determining the requirement is too difficult. A proposal to split the difference between the two adjacent districts has been presented, with an added exhibit to assist with public understanding.
- *Correcting/Clarifying Vehicle Fueling/Automobile Service/Repair and Service.* "Vehicle Fueling Station" and "Automobile Service Station" share a definition; both refer to a "light" intensity of automotive service uses colloquially referred to as "gas station" or "oil change" businesses. On the other hand, "Vehicle Repair and Service" is an intensive, potentially loud and/or noxious use, that may include body work, grinding, or painting, and warrants specific Use Provisions (see § 44-1034). The existing Use Provision title confuses the terms and uses, and the lack of inclusion of both synonymous uses in the use table has resulted in permitting confusion. Use tables and the associated Use Provision have been cleaned up.
- *Administrative Procedures.* Administrative changes, such as Department name changes, processing timelines, clarifications, and specifications of the items required as part of an application, comprise the bulk of these changes. Substantive changes are: 1) the ability to adjust regular meeting schedules without requiring a change to the Code (all Open Meetings Act and other regulatory requirements still apply); and 2) process adjustment so that variances that fail by lack of sufficient margin for approval are automatically

referred to Council for final consideration.

- *Restoring "Assisted-Living Facilities"* as a permitted use in the P-2 (Public Lands and Institutions) District, where it was unintentionally omitted during previous reorganization of the Residential Use categories.

On June 4, 2025, the Planning Commission held a public hearing on a package of text amendments, including the subset of amendments in the proposed Ordinance. Public testimony was accepted; no testimony in opposition to the proposal was received. The Commission voted 9-0-0 in favor of adopting findings of fact that the request was in the public interest, and recommending Council's approval of the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on May 8, 2025.

FINANCIAL IMPACT: Clarification and streamlining of development processes within the Zoning Code will reduce barriers to development in the City, while improving resident communication and understanding, and reducing staff time spent duplicating work.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Planning Manager

ATTACHMENTS:

[DSD 2B Ordinance](#)

[DSD 2C Ordinance - Exhibit A](#)

[DSD 2D Planning Commission Findings of Fact](#)

ORDINANCE NO. 2025 - ____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO: (1) TRANSITIONAL YARD CLARIFICATION; (2) VEHICLE FUELING, AUTOMOBILE SERVICES STATION, AND VEHICLE REPAIR AND SERVICE PERMISSIONS AND USE PROVISIONS; (3) REINSTATING A PRIOR OMISSION OF ASSISTED-LIVING FACILITIES PERMISSION; AND (4) ADMINISTRATIVE PROCEDURES

WHEREAS, the City of Bloomington is a home rule unit of local government with the 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] relating to Allowed Uses Tables, Bulk and Site Standards, Transitional Yards, Use Provisions, and Administrative Procedures; and

WHEREAS, the Planning Commission (COMMISSION), after proper notice was given, on June 4, 2025, conducted a public hearing on said request for text amendments of the City Code Chapter 44, including a subset related to Transitional Yard Clarification; Vehicle Fueling, Automobile Services Station, and Vehicle Repair and Service Permissions and Provisions, reinstating a prior omission of Assisted-Living Facilities Permission, and administrative procedures, set forth in Exhibit A (AMENDMENTS); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council (COUNCIL) pass this Ordinance; and

WHEREAS, the COUNCIL is authorized to adopt this Ordinance and approve said 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 COMMISSION and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

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

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required 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.

PASSED this 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 44 Zoning Code

§ 44-404. [Ch. 44, 4-4] General standards.

- A. On-site development standards. See Article IX, General Provisions, for various on-site development standards such as exterior lighting requirements, permitted encroachments, accessory uses and structures.
- B. Transition. In addition to the requirements of Article IX and § 44-403, the following regulations apply to residential front yards.
- (1) Where lots comprising 50% of a block frontage in a residence district are improved with buildings, the required front yard shall be the average of front yard depths of residences on each developed site on the block frontage. For the purposes of this section, a traffic control device, block numbering system or street curve in excess of a 45° angle may be considered as a line of demarcation.
 - (2) In addition to the minimum requirements of the underlying zoning district, lots rezoned to the R-3A, R-3B and R-4 District that are adjacent to a lot in the R-1A, R-1B, R-1C, R1-H or R-2 District shall provide additional transitional front, side and rear yards equivalent to half of the difference between the required yard of the subject property and of the required yard of the adjacent District, as follows: See the example in Figure 404B.
 - ~~(a) Front yard: equal to of the adjacent R-1A, R-1B, R-1C, R1-H or R-2 District.~~
 - ~~(b) Side yard: equal to 10 feet plus the required minimum side yard of the adjacent R-1A, R-1B, R-1C, R-1H or R-2 District.~~
 - ~~(c) Rear yard: equal to 15 feet plus the required minimum rear yard of the adjacent R-1A, R-1B, R-1C, R-1H, or R-2 District.~~

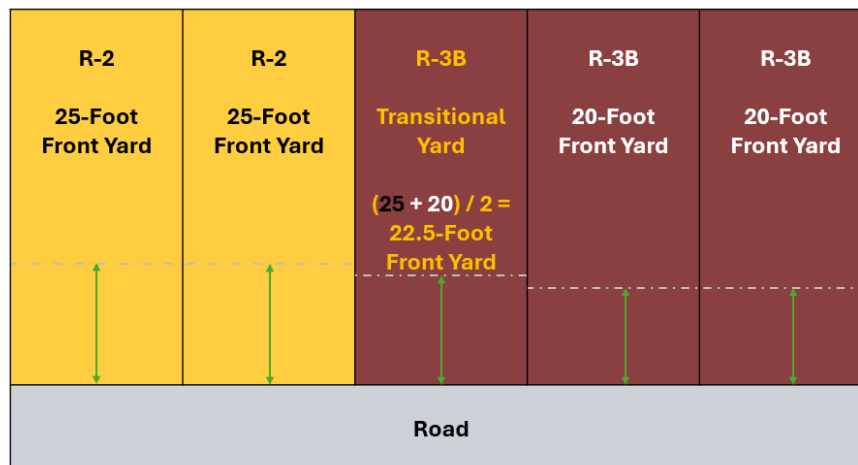


Figure 404B

...

Table 502A: Business Districts - Permitted and Special Uses							
	B-1	B-2	C-1	D-1	D-2	D-3	Reference
...							
RESIDENTIAL							
...							
COMMERCIAL							
Aircraft and Automotive							
...	S						
Vehicle Fueling <u>and Automobile Service</u> Stations	P	S					
Vehicle Repair and Service	S						§ 44-1034
...							

...

Table 602A: Manufacturing Districts - Permitted and Special Uses			
	M-1	M-2	Reference
...			
COMMERCIAL			
Aircraft and Automotive			
...			
Vehicle Fueling <u>and Automobile Service</u> Stations	P	P	
Vehicle Repair and Service	P ¹	P ¹	§ 44-1034
...			

...

Table 702A: Public Interest Districts - Permitted and Special Uses				
	P-1	P-2	P-3	Reference
...				
RESIDENTIAL				
Household Living				
...				
Group Living				
Adult and Juvenile Detention Facilities		S		
Agency Supervised Homes	P	S		§ 44-1019
Agency-Operated Family Homes	P	P		§ 44-1019

Table 702A: Public Interest Districts - Permitted and Special Uses				
	P-1	P-2	P-3	Reference
Agency-Operated Group Homes		P		§ 44-1019
<u>Assisted-Living Facilities</u>		<u>P¹</u>		<u>§ 44-1019</u>
Barracks		P		§ 44-1019
...				
COMMERCIAL				
Aircraft and Automotive				
Aircraft Sales and Service			P	
Vehicle Fueling <u>and Automobile Service Stations</u>	S		S	
...				

...

§ 44-1034[Ch. 44, 10-34] **Vehicle repair and service.**

- A.** Location. Not more than two ~~automobile service stations~~ Vehicle Repair and Service uses shall be permitted on the quadrants of an intersection and shall not be located closer than 120 feet of a Residential District boundary.
- B.** Site standards.
- (1) No curb cuts shall be permitted within 10 feet of a side lot line or 20 feet of a street intersection.
 - (2) Any area where inoperative vehicles are intended to be stored for a period of more than 10 days shall be fully screened in accordance with Article **XIII** of this Code to prevent such vehicles from being viewed from a public street or area.
 - (3) All service equipment (lubrication equipment, hydraulic lifts, etc.) and repair and maintenance work shall be inside the principal building.
- ~~**C.** The following activities are expressly prohibited in conjunction with, or accessory to, an automobile service station: aviation sales, automobile sales, boat sales, farm implement sales, house-car trailer sales, mobile home sales, recreation vehicle sales or auto body work, straightening of auto body parts, painting, welding, storage of automobiles not in operating condition, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than otherwise typical of automobile service stations.~~
- D.** Outdoor lighting. In addition to the standards of § **44-911**, all exterior lighting fixtures shall be directed away from a Residential District and shall not increase the intensity of light within 10 feet of a Residential District boundary line by more than 1/2 footcandle.
- ~~**E.** Building height. The maximum permitted building height shall be 20 feet or one story, whichever is lower.~~
- F.** The following minimum site and bulk standards shall be required for the siting and development of any ~~automobile service stations~~ Vehicle Repair and Service use.

Table 1034: Automobile Service Station <u>Vehicle Repair and Service</u> Site and Bulk Standards					
Lot Standards			Site Design Standards		
Min. Lot Area	Min. Lot Width	Min. Lot Depth	Front Yard	Side Yard	Rear Yard
10,000 square feet	70 feet	n/a	40 feet	15 feet	20 feet

...

§ 44-1702 [Ch. 44, 17-2] Decision-~~m~~Making ~~b~~Bodies (Zoning Board of Appeals, Historic Preservation Commission, Planning Commission).

A. General

...

(3) Meetings.

- (a) A quorum shall consist of a majority of the members currently serving. All decisions or actions of the Board or ~~C~~ommission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists.
- (b) The Decision-Making Bodies identified in this section shall establish annual meeting schedules, which shall include at least one meeting per month to be held at a regular time and place. Additional mMeetings shall may also be held at scheduled at regularly scheduled times established herein or at any time upon the call of the chairperson, and shall comply with the requirements of the Illinois Open Meetings Act.
- (c) No member of the Board or ~~C~~ommission shall vote on any matter that may materially or apparently affect the property, income, or business interest of that member.
- (d) The chairperson, and in his or her absence the acting chairperson, may administer oaths and compel the attendance of witnesses.
- (e) All meetings shall be conducted in accordance with the Open meetings Act, 5 Illinois Compiled Statutes 120/1, et seq., and the requirements set out in this Code.

...

B. Zoning Board of Appeals.

...

- ~~(4) Meetings. Meetings shall be held on the third Wednesday of each month at 4:00 p.m. or at any time upon the call of the chairperson at such times and place as the Board may determine.~~

C. Historic Preservation Commission.

...

(4) Meetings. Limitations.

- ~~(a) Meetings shall be held on the third Thursday of each month at 5:00 p.m. or at any time upon the call of the chairperson at such times and place as the Commission may determine.~~
- ~~(b)~~ No action shall be taken by the Preservation Commission that could in any manner deprive or restrict the owner of a property in its use, modification, maintenance, disposition, or demolition until such owner shall first have had the opportunity to be

heard at a public meeting of the Preservation Commission, as provided herein.

...

D. Planning Commission.

...

~~(4) Meetings. Meetings shall be held on the first Wednesday of each month at 4:00 p.m. or at any time upon the call of the chairperson at such times and place as the Commission may determine.~~

...

§ 44-1704 [Ch. 44, 17-4] Application processing.

A. Completeness review. An application shall not be considered by any decision-making body unless such...

(5) All applications must be deemed complete at least ~~24~~ 28 days prior to a meeting or public hearing, unless otherwise allowed by the review official...

...

§ 44-1707 [Ch. 44, 17-7] Special uses.

...

D. Application requirements.

- (1) An application for a special use permit shall be submitted on the form provided by the Office of the ~~Economic and Community~~ Development Services Department.
- (2) The application shall include a statement describing the nature of the proposed use and a full-size, legible site plan.
- (3) Applications shall conform to the requirements of § 44-1703. The information requested on the application is deemed to be a minimum, and the applicant may be required to supply additional information prior to the public hearing on their requests.
- (4) The site plan shall be prepared to scale and provide the following information on one or more sheets, to permit the review of compliance with the relevant standards and provisions:
 - (a) ~~Location by Section, Town and Range or other~~ PIN(s) and either legal description or common address(s);
 - (b) ~~Names and addresses of the persons having proprietary interest over the property;~~
 - (c) ~~Graphic (engineering) scale;~~
 - (d) North-points;
 - (e) ~~Date of preparation;~~
 - (f) The boundary lines of the property in question;
 - (g) ~~Location of all survey monuments and their descriptions;~~
 - (h) ~~Proposed~~ Location, width, and type of surface material of all existing and proposed sidewalks, pedestrian ways, driveways, parking areas, service areas, and recreation areas;
 - (i) Size, location, height, number of stories, building design, and arrangement of proposed buildings and structures and existing buildings and structures;
 - (j) Size and location of existing or proposed parking areas, with arrangement and dimensions of parking spaces and bays and aisles and curb cuts, and with indication of the total number of spaces;

- (k) Size, location, and composition of all proposed fencing, refuse enclosures and landscaped screening material, if the project would result in new refuse enclosures or refuse enclosure changes;
- (l) Landscaping plan indicating size, location, and general characteristics of plant materials as specified in Article XIII of this Zoning Ordinance, if the project would result in new landscaping or landscape changes;
- (m) A site drainage plan for the proposed project if required by law, regulation, or established City policy;
- (n) A photometric/lighting plan for the proposed project if the project would result in new exterior lighting or changes to exterior lighting.

...

§ 44-1708 [Ch. 44, 17-8] Variations (Variances).

...

A. Applicability.

...

- (2) The Zoning Board of Appeals may grant variations only in specific instances where there would be practical difficulties or particular physical (non-economic) hardships in carrying out the strict letter of those sections of this Code stated herein, due to a particular physical characteristic or set of characteristics, of the subject property.

...

G. Approval. An affirmative vote of four members is required to approve a the variance. If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council.

...

§ 44-1709 [Ch. 44, 17-9] Site plan review.

...

C. Application requirements.

- (1) An application for a site plan review shall be submitted on the form provided by the Office of the ~~Economic and Community~~ Development Services Department.
- (2) Applications shall conform to the requirements of § 44-1703. The information requested on the application is deemed to be a minimum, and the applicant may be required to supply additional information.
- (3) The site plan shall be prepared to scale and provide the following information on one or more sheets to permit the review of compliance with the relevant standards and provisions:
 - 1. ~~Location by Section, Town and Range or other legal~~ description, or common address and PIN;
 - 2. ~~Names and addresses of the persons having proprietary interest over the property;~~
 - 3. ~~Graphic (engineering) scale;~~

4. North-points;
5. ~~Date of preparation;~~
6. The boundary lines of the property in question;
7. Size, location, height, number of stories, building design, and arrangement of proposed buildings and structures and existing buildings and structures;
8. ~~Schematic drawings illustrating the~~ Locations and dimensions of proposed buildings and structures, the design and character of the building, elevations, exterior building materials and types of construction of all proposed buildings and structures;
9. ~~A scaled site plan showing the~~ Existing buildings and land uses, contiguous land uses, natural topographic features, zoning districts, public thoroughfares, transportation, and utilities.
10. ~~A scaled site plan of the proposed development showing~~ Lot area, the required yards and setbacks, contour lines, common space, and the location, floor area ratio, lot area coverage and heights of buildings and structures, size, and location of proposed parking areas with dimensions of parking spaces and arrangement of bays and aisles and curb cuts, and with indication of the total number of spaces;
11. ~~Schematic drawings illustrating the design and character of the building elevations, types of construction, and~~ Floor plans of all proposed buildings and structures. The drawings shall also include a schedule showing the number, type, and floor area of all uses or combinations of uses, and the floor area of the entire development.

...



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-25**, related to **Text Amendments** to the Zoning Code relating to 1) allowed uses tables, (2) bulk and site standards, (3) transitional yards, (4) use provisions, and 5) administrative procedures (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **June 4, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, duplicates, lack of clarity), reduce conflicting interaction of the Zoning Code and the Subdivision Code, and enhance the existing Code by modifying bulk/site standards to reflect the reality of the existing community and/or restrictions and allowances of the Building Code (Ch. 10) that also controls where and how development can occur.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Except in rare circumstances, property values should not be diminished by the proposed changes, and most properties should see an increase in potential value by being able to realize a greater return on investment due to reduced complexity of design as a result of more clear and consistent standards. Changes to Article XVII do not impact specific properties or values, but the process(es) through which existing regulations are implemented. A reduction in "red tape" while retaining the intent and sufficiency of review should benefit all parties.
3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Most of the land area impacted by changes proposed to height or setback (R-2 and R-3 Districts) are in already developed areas, and the changes consistent with existing character, or the District assignments are intentionally placed in areas appropriate for more urban land configurations. Unless self-selecting into one of the Mixed or Multi-Family Districts, new development will rarely be impacted by the proposed changes since new zoning and development tends to occur in discrete, relatively homogenous areas. While the changes are not significant enough for most people to see from a pedestrian standpoint, they make sense based on practical considerations of construction/real estate finance and the application of relevant Building Codes.
4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or

Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and, ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The City has an ongoing need for housing of all types, but the community has also expressed a desire to encourage owner-occupancy; these amendments reduce hurdles to fulfilling that need and desire. Developers and community members have identified real-world practical and financial hurdles to community investment and development that these changes positively impact by clarifying and streamlining bulk and site standards. Other changes are practical and address problems that have been identified through the course of daily work with the existing Code.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. The change to § 44-1708G reflect the following addition, instead of the additional language provided in the Draft for the COMMISSION: "If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council," and
2. The correction to Table 702A, Assisted Living Facilities, reflect "P¹" (P superscript-1), instead of "P" (P no superscript).

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Boyd

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

6/10/2025 | 1:29 PM CDT

Date



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Practical Buildability in Mixed- and Multiple-Family Residential Districts, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Per § 44-1706B, text amendments may be proposed by City Staff. The following are recommendations for improvements or additions to the existing Zoning Code of the City of Bloomington (Chapter 44).

Summary of Topics Addressed:

- *Removing duplication/conflict with lot size governance between the Subdivision Code (Ch. 24) and Zoning Code (Ch. 44) to allow platting and owner-occupancy of multiple-family structures that can already be built.* Clarifying the difference between a "Zoning Lot" (buildable area) and "Lot of Record" (legally transferrable area) will not change which uses and structures can go where, but it will allow those structures to be platted in a way that allows fee-simple ownership. The way our Zoning Code and Subdivision Code interact has resulted in most attached structures (duplex, townhome, etc.) being divisible only as Condominiums. Condos are difficult to finance and insure so most of these structures end up remaining rentals. Community interest in owner occupancy, combined with the market interest in these structure types, indicates the need to rectify this conflict in the Code. Owner-occupancy is linked to lower financing costs, generational wealth building, reduced property management costs, increased property values, and neighborhood stabilization.
- *Rectifying duplicative or impractical Residential Bulk and Site Standards.* Most of the Residential Zoning Districts apply a combination of at least five, if not all of the Bulk and Site Standards used in the Code. Bulk and Site Standards all restrict how large a building can be compared to the lot it sits on, and when too many are implemented they can come into conflict when trying to apply the Code to real world development. "Floor Area Ratio" is proposed for removal, in favor of the more familiar combination of buildable area and maximum building height. Physical height restrictions (feet) are poorly aligned with descriptive building height restrictions (stories). Height restrictions are poorly

aligned with the practical application of triggers in the Building Code, as well as with the existing structures in the community. Minor changes to Lot Characteristics and Site Design have been made to the R-3A District to make the transition from the commonly-adjacent R-1C/R-2 Districts more visually seamless. A full discussion of the conflicts and opportunities for improvement may be found in the [original Staff Report to the Planning Commission](#).

- *Clarifying notes added in the R-2 and R-3 "Bulk and Site Standards" tables that use different terms than the "Permitted and Special Uses" tables.* The R-2 District Permitted and Special Use table aggregates uses differently than the Bulk & Site Standards table, causing confusion over which uses fit under which classification. Notes "1" and "2" have been added for clarification, and the R-3 table classifications have been aligned with the R-2 for streamlined use and understanding.

On June 4, 2025, the Planning Commission held a public hearing on a package of text amendments including the subset of amendments in the proposed Ordinance. Public testimony was accepted; no testimony in opposition to the proposal was received. The Commission voted 9-0-0 in favor of adopting findings of fact that the request was in the public interest and recommending approval of the request to City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on May 8, 2025.

FINANCIAL IMPACT:

Reducing hurdles to resident ownership of the dwelling units that can already be built may increase the property tax base; owner-occupancy supports increased property values due to the valuation methods used to assess homesteads versus rental properties. A potential increase in development value may be realized due to greater returns on investment from more clear and consistent standards.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Planning Manager

ATTACHMENTS:

[DSD 3B Ordinance](#)

[DSD 3C Ordinance - Exhibit A](#)

[DSD 3D Planning Commission Findings of Fact](#)

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO PRACTICAL BUILDABILITY IN MIXED- AND MULTIPLE-FAMILY RESIDENTIAL DISTRICTS

WHEREAS, the City of Bloomington is a home rule unit of local government with the 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] relating to Allowed Uses Tables, Bulk and Site Standards, Transitional Yards, Use Provisions, and Administrative Procedures; and

WHEREAS, the Planning Commission (COMMISSION), after proper notice was given, on June 4, 2025, conducted a public hearing on said request for text amendments of the City Code Chapter 44, including a subset related to Practical Buildability in Mixed- and Multiple-Family Residential Districts, set forth in Exhibit A (AMENDMENTS); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council (COUNCIL) pass this Ordinance; and

WHEREAS, the COUNCIL is authorized to adopt this Ordinance and approve said 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 COMMISSION, and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

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

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required 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.

PASSED this 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Chapter 44 Zoning

§ 44-402. [Ch. 44, 4-2] Residential districts - permitted and special uses.

Refer to Article XVI, Definitions, for clarity on the uses listed.

A. Land uses. Uses are allowed in the Residential Districts in accordance with Table 402A. The following key is to be used in conjunction with the Use Table.

(1) Permitted uses. A "P" indicates that a use is considered permitted within that district as of right subject to compliance with all other requirements of this Ordinance.

(2) ...

(6) Minimum Lot Width. Minimum lot width, as used in the tables below, refers to a "Zoning Lot" or the size of an area that can accommodate structures and associated setbacks, not an ownership construct. Upon subdivision, multiple "Lots of Record" may be included in the zoning lot that governs the use and buildability of property.

...

§ 44-403. [Ch. 44, 4-3] Residential bulk and site standards.

A. Site dimensions table. All development in Residential Districts District must comply with the requirements in Tables 403A through 403D and Diagram 403A unless otherwise expressly stated.

Table 403A: Bulk and Site Standards in R-1 Districts								
	Lot Characteristics		Site Design			Development Intensity		
District	Min. <u>Buildable</u> Lot Width (W) *	Min. <u>Buildable</u> Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-1A	125 feet	22,500	40 feet	16 feet	40 feet	22,500	35 feet	2.5
R-1B	70 feet	7,000	30 feet	6 feet	30 feet	7,000	35 feet	2.5
R-1C	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5
R-1H	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5

NOTES

* May include multiple Lots of Record, according to a subdivision

Table 403B: Bulk and Site Standards R-2 District			
	Lot Characteristics	Site Design	Development Intensity

District	Min. Buildable Lot Width (W) *	Min. Buildable Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-2								
Detached Residential ¹	50 feet	6,600	25 feet	6 feet	25 feet	6,600	35 feet	2.5 <u>3</u>
Attached and Multi-Residential ²	75 feet	7,000	25 feet	6 feet	25 feet	3,300	35 feet	2.5 <u>3</u>
Other Uses	50 feet	7,000	25 feet	6 feet	25 feet	7,000	25 <u>45</u> feet	4 <u>2</u>

NOTES

* May include multiple Lots of Record, according to a subdivision

1. Includes single-family and two-family stacked structures.

2. Includes single-family attached, two-family side-by-side, and multiple-family

Table 403B: Bulk and Site Standards R-2 District

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W) *	Min. Buildable Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
R-3A									
Single and Two-Family Residential Detached Residential ¹	50 <u>70</u> feet	6,600	30 <u>25</u> feet	6 <u>10</u> feet	30 <u>25</u> feet	6,600	—	40 <u>35</u>	2.5 <u>3</u>
Attached and Multi-Residential ²	70 feet	7,000	30 <u>25</u> feet	10 feet	30 <u>25</u> feet	1,500	0.5	48 <u>35</u>	2.5 <u>4</u>
Other Uses	70 feet	7,000	30 <u>25</u> feet	10 feet	30 <u>25</u> feet	7,000	—	48 <u>35</u>	2.5 <u>4</u>
R-3B									
Single and Two-Family Residential	60 feet	5,000	20 feet	6 feet	25 feet	2,500	—	45 <u>35</u>	2.5 <u>3.5</u>

Table 403B: Bulk and Site Standards R-2 District

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W) *	Min. Buildable Lot Area (square feet) *	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
<u>Detached Residential</u> ¹									
Attached and Multi-Residential ²	60 feet	5,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	620	0.8	65 ⁴ <u>80</u> ³	6
Other Uses	60 feet	7,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	7,000	—	65 ⁴ <u>80</u> ³	6

NOTES

* May include multiple Lots of Record, according to a subdivision

1. Includes single-family and two-family stacked structures.

2. Includes single-family attached, two-family side-by-side, and multiple-family

4 3. Adjacent to any parcel improved with a single family or two-family dwelling unit, the maximum permitted height is reduced to ~~65~~ ⁵⁵ feet or four stories, whichever is lower.

...



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-25**, related to **Text Amendments** to the Zoning Code relating to 1) allowed uses tables, (2) bulk and site standards, (3) transitional yards, (4) use provisions, and 5) administrative procedures (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **June 4, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, duplicates, lack of clarity), reduce conflicting interaction of the Zoning Code and the Subdivision Code, and enhance the existing Code by modifying bulk/site standards to reflect the reality of the existing community and/or restrictions and allowances of the Building Code (Ch. 10) that also controls where and how development can occur.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Except in rare circumstances, property values should not be diminished by the proposed changes, and most properties should see an increase in potential value by being able to realize a greater return on investment due to reduced complexity of design as a result of more clear and consistent standards. Changes to Article XVII do not impact specific properties or values, but the process(es) through which existing regulations are implemented. A reduction in "red tape" while retaining the intent and sufficiency of review should benefit all parties.
3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Most of the land area impacted by changes proposed to height or setback (R-2 and R-3 Districts) are in already developed areas, and the changes consistent with existing character, or the District assignments are intentionally placed in areas appropriate for more urban land configurations. Unless self-selecting into one of the Mixed or Multi-Family Districts, new development will rarely be impacted by the proposed changes since new zoning and development tends to occur in discrete, relatively homogenous areas. While the changes are not significant enough for most people to see from a pedestrian standpoint, they make sense based on practical considerations of construction/real estate finance and the application of relevant Building Codes.
4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or

Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and, ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The City has an ongoing need for housing of all types, but the community has also expressed a desire to encourage owner-occupancy; these amendments reduce hurdles to fulfilling that need and desire. Developers and community members have identified real-world practical and financial hurdles to community investment and development that these changes positively impact by clarifying and streamlining bulk and site standards. Other changes are practical and address problems that have been identified through the course of daily work with the existing Code.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. The change to § 44-1708G reflect the following addition, instead of the additional language provided in the Draft for the COMMISSION: "If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council," and
2. The correction to Table 702A, Assisted Living Facilities, reflect "P¹" (P superscript-1), instead of "P" (P no superscript).

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Boyd

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

6/10/2025 | 1:29 PM CDT

Date



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact, Ward 6, and Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, as requested by the Development Services Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Per § 44-1706B, text amendments may be proposed by City Staff. The following are recommendations for improvements or additions to the existing Zoning Code of the City of Bloomington (Chapter 44).

Summary of Topics Addressed:

- *Removing a Development Intensity standard preventing the development of ADUs on common Residential properties.* "Minimum Lot Area per Dwelling Unit" is proposed for removal from all tables, since this provision prevents the installation of an ADU on every single-family lot in the City that does not meet at least double the minimum required lot size. The standards restricting bulk (lot width, size, and setback) still exist, supported by the pre-existing maximum residential density ascribed for each Zoning District. Per § 44-905A, the R-1 and R-2 Districts may still have only one principle building per lot.
- *Allowing for Select Commercial Uses in the Most "Urban" Residential Districts.* The R-3B (Multiple-Family) District is intended (and was originally located) on the fringes of the Bloomington Central Business District, or "other areas in the City where comparable physical arrangements of land uses are present" (§ 44-401G). This high-intensity Residential District is designed to be integrated with low intensity Commercial uses to support the daily needs of the residents, but few of the daily needs of a community can be located in this District, making true mixed use practically impossible outside of Downtown. To facilitate connected mixed use communities, where they are appropriate, a limited number of small-scale commercial uses are proposed for addition to the R-3B District, when developed as part of a Mixed-Use project (intentionally integrated with a Residential component); these uses would be available only by Special Use. Due to the proximity and integration of R-D with Downtown, resulting in a "mixed use" character by nature, these additional uses are also proposed for addition in R-D as Special Uses.
- *Allowing Single-Family Residential above the ground floor in the D-2 (Downtown*

Transitional) District. Two-Family and Multiple-Family (3+ units) dwellings are allowed in D-2 by right but Single-Family is not allowed at all. It is important to continue to "complement and support the uses located in the D-1 Central Business District," as stated in the intent statement for the District, but preventing the use in a District with 25-foot wide buildings that could house one dwelling unit on an upper floor is not consistent with the treatment or intent of the other Downtown District permissions. The proposed amendment mimics the D-1 (Central Business) District where Single-Family is allowed on the upper floors.

On June 4, 2025, the Planning Commission held a public hearing on a package of text amendments including the subset of amendments in the proposed Ordinance. Public testimony was accepted; no testimony in opposition to the proposal was received. The Commission voted 9-0-0 in favor of adopting findings of fact that the request was in the public interest and recommending approval of the request to City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on May 8, 2025.

FINANCIAL IMPACT: Reducing hurdles to the development of dwelling units and local commercial that can easily integrate with the existing urban fabric supports increased property values and sales tax income through nominal increases in residential density that encourages multi-generation housing, ageing in place, and long-term occupancy via additional income to help support the principal residence.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Planning Manager

ATTACHMENTS:

[DSD 4B Ordinance](#)

[DSD 4C Ordinance - Exhibit A](#)

[DSD 4D Planning Commission Findings of Fact](#)

ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE ZONING CODE OF THE CITY OF BLOOMINGTON [CHAPTER 44] RELATING TO DEVELOPMENT INTENSITY AND COMMERCIAL USES IN RESIDENTIAL DISTRICTS, AND SINGLE-FAMILY RESIDENTIAL IN THE D-2 (DOWNTOWN TRANSITIONAL) DISTRICT

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, pursuant to § 44-1706B, staff of the Development Services Department initiated a request to amend the text of the Zoning Code [Chapter 44] relating to Allowed Uses Tables, Bulk and Site Standards, Transitional Yards, Use Provisions, and Administrative Procedures; and

WHEREAS, the Bloomington Planning Commission (COMMISSION), after proper notice was given, on June 4, 2025, conducted a public hearing on said request for text amendments of the Bloomington City Code Chapter 44, including the subset related to Development Intensity and Commercial Uses in Residential Districts, and Single-Family Residential in the D-2 (Downtown Transitional) District, set forth in Exhibit A (AMENDMENTS); and

WHEREAS, following said public hearing, the COMMISSION adopted findings of fact that the proposed AMENDMENTS are in the public interest, and voted to recommend that the City Council (COUNCIL) pass this Ordinance; and

WHEREAS, the COUNCIL is authorized to adopt this Ordinance and approve said 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 COMMISSION and the request for AMENDMENTS to Chapter 44, as set forth in Exhibit A, is hereby approved.

SECTION 3. That Chapter 44 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

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

SECTION 6. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required 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.

PASSED this 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Bray, Mayor

Leslie Smith-Yocum, City Clerk

Proposed Amendments to (Ch. 44) the Zoning Code of the City of Bloomington, Illinois

(Additions are indicated by underlining; deletions are indicated ~~strikeout~~.)

§ 44-402. [Ch. 44, 4-2] Residential districts - permitted and special uses.

...

- A. Allowed Uses Table. [Amended 2-8-2021 by Ord. No. 2021-5; 10-24-2022 by Ord. No. 2022-99; 3-25-2024 by Ord. No. 2024-015; 9-23-2024 by Ord. No. 2024-076]

Table 402A: Residential Districts – Permitted and Special Uses										
	R-1A	R-1B	R-1C	R-1H	R-2	R-3A	R-3B	R-4	R-D	Reference
...										
COMMERCIAL										
Entertainment and Hospitality										
Sports and Fitness Establishments						S	S <u>P²</u>	S	S <u>P²</u>	§ 44-1013
...										
Offices										
Office Conversion									S	§ 44-1041
Medical or Dental Office or Clinic							S <u>P²</u>		S	§ 44-1024
...										
Personal Services										
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.							S <u>P²</u>	S		
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.							S <u>P²</u>	S	S <u>P²</u>	
Day-care centers	S	S	S	S	S	S	S <u>P</u>	S	S <u>P²</u>	
Retail and Service										
Drug Stores and Pharmacies							S <u>P²</u>	S ²	S ²	
Grocery Stores, Supermarkets							S ²	S ²	S ²	
<u>Retail Sales, General</u>							<u>P²</u>		<u>S</u>	
<u>Restaurants</u>							<u>P²</u>		<u>S</u>	
<u>Specialty Food Shops</u>							<u>P²</u>		<u>S</u>	
...										

Notes:

1. Maximum permitted height is 45 feet or three stories, whichever is lower.

2. ~~The use shall be located within a building containing multiple family or office uses in the R-3B District and shall not be permitted within a Mobile Home or Dwelling Unit in the R-4 District. The maximum permitted floor area is 1,600 square feet for Clothing Care; 1,000 square feet for Personal Care or 5,000 square feet for Drug Stores, Pharmacies, and Grocery Stores. Must be as part of Mixed-Use development, or becomes Special Use.~~
3. Premises must be an owner/operator-occupied residential building of historic architectural significance located on a lot in an S-4 Historic Preservation District and suitable to be used as a "place of assembly" defined herein.

...

§ 44-403. [Ch. 44, 4-3] Residential bulk and site standards.

- A. Site dimensions table. All development in Residential Districts must comply with the requirements in Tables 403A through 403D and Diagram 403A unless otherwise expressly stated.

Table 403A: Bulk and Site Standards in R-1 Districts								
District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-1A	125 feet	22,500	40 feet	16 feet	40 feet	22,500	35 feet	2.5
R-1B	70 feet	7,000	30 feet	6 feet	30 feet	7,000	35 feet	2.5
R-1C	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5
R-1H	50 feet	5,400	25 feet	6 feet	25 feet	5,400	35 feet	2.5

Table 403B: Bulk and Site Standards R-2 District								
District	Lot Characteristics		Site Design			Development Intensity		
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Max. Building Height	
			Min.	Min.	Min.		Feet	Stories
R-2								
Detached Residential	50 feet	6,600	25 feet	6 feet	25 feet	6,600	35 feet	2.5
Attached and Multi-Residential	75 feet	7,000	25 feet	6 feet	25 feet	3,300	35 feet	2.5

Other Uses	50 feet	7,000	25 feet	6 feet	25 feet	7,000	15 feet	1
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Table 403B: Bulk and Site Standards R-2 District

District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
R-3A									
Single- and Two-Family Residential	70 feet	6,600	30 feet	10 feet	30 feet	6,600	—	35	2.5
Attached and Multi-Residential ²	70 feet	7,000	30 feet	10 feet	30 feet	4,500	0.5	35	2.5
Other Uses	70 feet	7,000	30 feet	10 feet	30 feet	7,000	—	35	2.5
R-3B									
Single- and Two-Family Residential	60 feet	5,000	20 feet	6 feet	25 feet	2,500	—	35	2.5
Attached and Multi-Residential	60 feet	5,000	20 feet	Min. 9 feet or 1/3 of building height for buildings > 3 stories	25 feet	620	0.8	65 ¹	6
Other Uses	60 feet	7,000	20 feet	Min. 9 feet or 1/3 of building height for	25 feet	7,000	—	65 ¹	6

Table 403B: Bulk and Site Standards R-2 District

Table 403B: Bulk and Site Standards R-2 District									
District	Lot Characteristics		Site Design			Development Intensity			
	Min. Buildable Lot Width (W)	Min. Buildable Lot Area (square feet)	Front Yard (F)	Side Yard (S)	Rear Yard (R)	Min. Lot Area per Dwelling Unit (square feet)	Floor Area Ratio (FAR)	Max. Building Height	
			Min.	Min.	Min.			Feet	Stories
				buildings > 3 stories					

...

Table 502A: Business Districts - Permitted and Special Uses

	B-1	B-2	C-1	D-1	D-2	D-3	Reference
...							
RESIDENTIAL							
Household Living							
Dwelling, Single-Family				P ²	<u>P²</u>	P ¹	
Dwelling, Single-Family Attached	S	P	S		P	P ¹	§ <u>44-1046</u>
Dwelling, Two-Family		P	S	P ²	P	P ¹	§ <u>44-1046</u>
...							
COMMERCIAL							
Personal Services							
...							
Veterinary Office or Clinic	P	P	S		P	P	§ <u>44-1035</u>
Day-care centers	P	P	P	<u>S²</u>	S <u>P</u>		
...							

...



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

This is the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from the **City of Bloomington** (APPLICANT), in **case Z-03-25**, related to **Text Amendments** to the Zoning Code relating to 1) allowed uses tables, (2) bulk and site standards, (3) transitional yards, (4) use provisions, and 5) administrative procedures (REQUEST).

After proper notice was given, as required by law, the COMMISSION held a public hearing(s) on this case on **June 4, 2025**, and hereby report their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING TEXT AMENDMENTS:

1. **The extent to which the proposed amendments are consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in § 44-1701 herein.** This standard is met. The proposed amendments are consistent with the public interest and follow the purpose and intent of the Code. The proposed changes remove barriers that inhibit practical application of the Code (conflicts, duplicates, lack of clarity), reduce conflicting interaction of the Zoning Code and the Subdivision Code, and enhance the existing Code by modifying bulk/site standards to reflect the reality of the existing community and/or restrictions and allowances of the Building Code (Ch. 10) that also controls where and how development can occur.
2. **The extent to which property values are diminished by the proposed particular zoning restriction.** This standard is met. Except in rare circumstances, property values should not be diminished by the proposed changes, and most properties should see an increase in potential value by being able to realize a greater return on investment due to reduced complexity of design as a result of more clear and consistent standards. Changes to Article XVII do not impact specific properties or values, but the process(es) through which existing regulations are implemented. A reduction in "red tape" while retaining the intent and sufficiency of review should benefit all parties.
3. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.** This standard is met. There is not expected to be a decrease in property values due to the proposed amendments. Most of the land area impacted by changes proposed to height or setback (R-2 and R-3 Districts) are in already developed areas, and the changes consistent with existing character, or the District assignments are intentionally placed in areas appropriate for more urban land configurations. Unless self-selecting into one of the Mixed or Multi-Family Districts, new development will rarely be impacted by the proposed changes since new zoning and development tends to occur in discrete, relatively homogenous areas. While the changes are not significant enough for most people to see from a pedestrian standpoint, they make sense based on practical considerations of construction/real estate finance and the application of relevant Building Codes.
4. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The proposed amendments are in harmony with the 2035 Comprehensive Plan, including the following Goals, Objectives, or

Policies: N-1.1a (Update the ordinances and regulations as needed to accomplish the goals of the Comprehensive plan); N-1.2d (Identify and eliminate the barriers for infill development); H-1.1a (Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities); ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City); and, ED-4.5 (Identify and reduce barriers for local growth and economic development).

5. **Whether the City needs the additional types of uses or development allowed by the proposed amendment.** This standard is met. The City has an ongoing need for housing of all types, but the community has also expressed a desire to encourage owner-occupancy; these amendments reduce hurdles to fulfilling that need and desire. Developers and community members have identified real-world practical and financial hurdles to community investment and development that these changes positively impact by clarifying and streamlining bulk and site standards. Other changes are practical and address problems that have been identified through the course of daily work with the existing Code.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest, with the following modifications:

1. The change to § 44-1708G reflect the following addition, instead of the additional language provided in the Draft for the COMMISSION: "If the majority of the members who consider an application vote in favor, but the majority is less than four (4), the matter may be referred to Council for final action. For example, if only 5 members are present, and 3 of the 5 members vote to approve, the matter may be referred to council," and
2. The correction to Table 702A, Assisted Living Facilities, reflect "P¹" (P superscript-1), instead of "P" (P no superscript).

Therefore, this COMMISSION recommends that the REQUEST for Text Amendments to the Zoning Code described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 9-0-0

AYES: Beyer, Galpalli, Cullen, Muehleck, Lewis, Krieger, Peradotti, Mosley, Boyd

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

6/10/2025 | 1:29 PM CDT

Date



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on (1) a Resolution Authorizing an Annexation Agreement with Kieser Farms, for Property Commonly Known as 502 Lutz Road, PIN: 21-20-200-003; and (2) an Ordinance Annexing Property Commonly Known as 502 Lutz Road, Containing 74.5 Acres, More or Less, Approving Zoning Map Amendments for Said Property to the A (Agricultural) District and R-3A (Multiple-Family Residence) District, PIN: 21-20-200-003, 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, including Zoning Map Amendments, to facilitate 1) the future redevelopment of an approximately 5-acre tract at the southwest corner of S. Morris Ave. and Lutz Rd., and 2) the construction of a Solar Energy Conversion Facility (a/k/a Solar Farm) as an interim use until public water main and sanitary sewer connection becomes more proximate to the southern portion of the Property.

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:

- The requested zoning for the bulk of the property is City "A (Agriculture) District" and is appropriate for this property that not near existing (or the planned extension of) public infrastructure.
- The requested zoning for the 5-acre tract is City "R-3A (Multiple-Family) District" and is appropriate for this property that is currently serviceable by city water and sewer, as well as accessible by appropriate transportation infrastructure.
- 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 and building process(s).
- No requests or approval for waivers or variances are included in the Agreement.

Clarifications and agreements are included, and the decommissioning compliance pathway substituted for the ease of future project administration by staff and tracking by the public.

On July 2, 2025, the **Planning Commission** held a public hearing, on case Z-04-25, and **voted 6-0-0 to recommend approval** of the Annexation Agreement and 6-0-0 to recommend Zoning Map Amendments. No testimony in opposition was received during the public hearing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Planning Commission hearing was published in *The Pantagraph* on June 6, 2025. Courtesy notices were mailed to 31 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 July 8, 2025: 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 July 10, 2025.

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

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Planning Manager

ATTACHMENTS:

[DSD 5B Resolution](#)
[DSD 5C Resolution - Exhibit B - Annexation Agreement](#)
[DSD 5D Proof of Publication of Legal Notice](#)
[DSD 5E Certified Mail Required per 7-1-1](#)
[DSD 5F Ordinance](#)
[DSD 5G Ordinance - Exhibit B - Annexation Plat](#)
[DSD 5H Ordinance Exhibit C - Concept Plan](#)
[DSD 5I Planning Commission Findings of Fact](#)

RESOLUTION NO. 2025 - ____

**A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH KIESER FARMS,
FOR PROPERTY COMMONLY KNOWN AS 502 LUTZ ROAD, PIN: 21-20-200-003**

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a request for approval of an Annexation Agreement pertaining to property commonly known as 502 Lutz Road, legally described in Exhibit A, ("PROPERTY"); and

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

WHEREAS, the Planning Commission, after proper notice was given, conducted a public hearing on said request and AGREEMENT, on July 2, 2025; and

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

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

WHEREAS, the City Council, after proper notice was given, conducted a public hearing on said request and Agreement, on July 28, 2025; and

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

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

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

SECTION 2. The City Council adopts the findings of fact of the Planning Commission.

SECTION 3. The City Council hereby approves the request for the Annexation AGREEMENT (Exhibit B), with Kieser Farms, for Property Commonly Known as 502 Lutz Road, legally described in Exhibit A, and authorizes the Mayor and City Clerk to execute said AGREEMENT.

SECTION 4. The Zoning Map Amendments 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 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 1 AND THE EAST HALF OF LOT 2 ALL IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 574,

EXCEPT THE WEST 655.8 FEET OF THE NORTH 350 FEET OF THE ABOVE-DESCRIBED TRACT.

ALSO EXCEPT A PART OF LOT 1 IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION IS RECORDED IN BOOK 2 OF PLATS AT PAGE 574, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 655.8 FEET EAST OF THE STONE WHICH MARKS ONE-QUARTER CORNER OF THE NORTH SIDE OF SECTION 20;
FROM SAID POINT OF BEGINNING THENCE SOUTH 00 DEGREES 00 MINUTES EAST 300 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 87 DEGREES 47 MINUTES 200 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES WEST 300 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE NORTH LINE OF LOT 1; THENCE NORTH 87 DEGREES 47 MINUTES WEST 200 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPT A STRIP OF LAND IN LOT 1 OF SCHWULST'S SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, THE STRIP INCREASING UNIFORMLY FROM A POINT ON THE WEST RIGHT OF WAY FENCE OF MORRIS AVENUE AT STATION 41+00 TRANSIT LINE 24 TO A WIDTH OF 85 FEET WEST OF TRANSIT LINE 24 ON THE SOUTH PROPERTY FENCE LINE WHICH PROJECTED INTERSECTS TRANSIT LINE 24 TO STA. 47+18, EXCEPT THAT PORTION USED AS A PUBLIC HIGHWAY.
ALL IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-20-200-003
ADDRESS: 502 LUTZ RD

EXHIBIT B

ANNEXATION AGREEMENT

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 (CITY), **Ronald D Kieser, Duane Kieser, and Joseph Kieser**, as individuals, including their successors or assigns, hereinafter collectively referred to as "Owner" (OWNER), and **AES Kieser Solar, LLC**, a Delaware limited liability company (DEVELOPER) enter into this Annexation Agreement (AGREEMENT) for the annexation of Property (as defined below) into the City.

WHEREAS, OWNER is the owner of approximately **74.52 acres**, less public right-of-way, with frontage on **Lutz Road and South Morris Avenue**, commonly described as 502 Lutz Road, legally described in Exhibit A (PROPERTY), attached hereto and incorporated herein by this reference; and

WHEREAS, OWNER granted DEVELOPER an exclusive option to lease a portion of the PROPERTY for the development, construction, and operation of a solar electric generating facility project (PROJECT); and

WHEREAS, DEVELOPER has submitted a concept plan (PLAN) for the subdivision and development of the PROPERTY, depicted as Exhibit B, attached hereto and made a part hereof by this reference, showing how they propose to develop the PROPERTY for the PROJECT; and

WHEREAS, the OWNER is desirous of having the PROPERTY annexed to the CITY to enable the development, construction, and operation of the PROJECT, and the CITY is desirous of annexing said PROPERTY; and

WHEREAS, said PROPERTY is not within the corporate limits of any municipality, but is contiguous to the CITY; and

WHEREAS, the OWNER is desirous of having Tract A of said PROPERTY zoned **A (Agricultural) District**, Tract B of said PROPERTY zoned **R-3A (Multiple-Family Residence) District**, and Tract C of said PROPERTY zoned **A (Agricultural) 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 July 2, 2025; and,

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

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council approve this AGREEMENT and Zoning Map Amendment; 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, as amended, 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, OWNER, and DEVELOPER agree as follows:

1. ANNEXATION PETITIONS.

OWNER, subject to the terms and conditions set forth in this AGREEMENT, will petition the CITY, requesting annexation of the PROPERTY, or portions thereof, to the City's corporate limits, after approval and execution of this AGREEMENT. The CITY shall publicize and give such notices and conduct such public hearings as are required to annex the PROPERTY, including specifically, public hearings on this AGREEMENT conducted after notice as required by law and ordinance.

2. ANNEXATION.

Upon Petition by the OWNER, the CITY agrees to adopt an Ordinance(s) annexing the PROPERTY, or portions thereof.

3. ZONING.

CITY agrees to zone the PROPERTY, upon annexation, as follows, subsequent to approval after any public hearings required by the City Code:

- A. Tract A, consisting of approximately 43 acres, with frontage on S. Morris Avenue, to A *(Agricultural) District*.
- B. Tract B, consisting of approximately five (5) acres, with frontage on S. Morris Avenue and Lutz Road, to R-3A *(Multiple-Family Residence) District*.
- C. Tract C, consisting of approximately 18 acres, with frontage on S. Morris Avenue, to A *(Agricultural) District*.

4. DEVELOPMENT OBLIGATIONS.

Unless specifically stated, it is the intent of this AGREEMENT to allow the OWNER to continue the active Agricultural operation inside City limits, without triggering obligations and fees related to development, until such time as development is proposed or pursued, indicated by Replatting or the connection to new City services.

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

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

A. OWNER shall have the following obligations regarding streets as reflected on the PLAN.

(1) Lutz Road

- i. At the Time of Final Platting: The OWNER shall dedicate right-of-way along the entire northern border of the PROPERTY adjacent to the roadway, extending 45-feet from the middle-line of Lutz Road.
- ii. As of the date of this AGREEMENT, the parties do not contemplate any necessary improvements or modifications to Lutz Road in connection with the PROJECT. If any future development of the PROPERTY, in connection with the PROJECT or any other project on the PROPERTY initiated by OWNER, necessitates any improvements to Lutz Road, then at the completion of Lutz Road being modified to City Minor Street standards, or at Final Platting, whichever occurs last, the OWNER and/or lessee of the PROPERTY at such time shall pay the Adjacent Substandard Roadway fee. The fee shall reflect the cost, per foot of frontage, of one half the per foot cost of a 30-foot-wide local street section. Said fee is currently \$215 per foot (1/2 of \$430 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 the option of the OWNER and/or lessee of the PROPERTY at the time the Adjacent Substandard Roadway fee is incurred, the fee may be paid at any time in advance of it becoming due.

(2) South Morris Avenue

- i. At the Time of Final Platting or before this AGREEMENT expires, whichever occurs last, or at the request of the City: The OWNER shall dedicate right-of-way, extending 45-feet from the middle-line of South Morris Avenue, running from the northern extent of the PROPERTY to the southern extent of the PROPERTY.
- ii. As of the date of this AGREEMENT, the parties do not contemplate any necessary improvements or modifications to South Morris Avenue in connection with the PROJECT. If any future development of the PROPERTY, in connection with the PROJECT or any other project on the PROPERTY initiated by OWNER, necessitates any improvements to South Morris Avenue, then at the completion of South Morris Avenue being modified to City Minor Street standards, or at Final Platting, whichever occurs last, the OWNER and/or lessee of the PROPERTY at such time shall pay the Adjacent Substandard Roadway fee. The fee shall reflect the cost, per foot of frontage, of one half the per foot cost of a 30-foot wide local street section. Said fee is currently \$215 per foot (1/2 of \$430 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 the option of the OWNER and/or lessee of the

PROPERTY at the time the Adjacent Substandard Roadway fee is incurred, the fee may be paid at any time in advance of it becoming due.

(3) Future East-West Collector Road. At the Time of Development of Tract C, redevelopment of Tract A, or development of the western adjacent property(s), whichever occurs first, or at the request of the CITY, OWNER shall dedicate a 70-foot right-of-way strip running from the eastern border of the PROPERTY to the western border of the PROPERTY. Said right-of way shall intersect with South Morris Avenue at a point approximately 575 feet north of the southern boundary of the PROPERTY (measured to the center of the right-of-way to be dedicated). The remaining Right-of-way to the West of the intersection shall be dedicated in the manner of one of the following options which OWNER shall have the right to select, as schematically shown in the PLAN, subject to minor technical corrections and modifications following preliminary engineering and CITY review and approval of the selected option:

- i. Option 1 (Preferred): right-of-way alignment at an approximately constant latitude, consistent with the latitude of intersection with S. Morris Avenue; or
- ii. Option 2: right-of-way alignment at approximately 250 feet north of the southern boundary of the PROPERTY (measured to the centerline of the right-of-way to be dedicated), with an additional north-south section of right-of-way dedicated to connect such alignment to the dedicated intersection right-of-way at S. Morris Avenue; or
- iii. Option 3: An alternate alignment proposed by OWNER and approved by the CITY at time of Final Platting.

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

(1) Right-of-Way. All public water mains shall be built within dedicated public right-of-way or dedicated easements, including but not limited to those depicted in the PLAN.

(2) Improvement Obligations.

- i. Upon the extension of a public water main to an area adjacent to the PROPERTY, the OWNER may tap such main.
- ii. The OWNER shall be responsible for payment of tap-on fees prior to the connection to public water, based upon the requirements of the City Code at the time connection is sought.

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

(1) Right-of-Way. All public sanitary sewers shall be built within dedicated public right-of-way or dedicated easements, including but not limited to those depicted in the PLAN.

(2) Improvement Obligations.

- i. Upon the extension of a public sanitary sewer to an area adjacent to the PROPERTY, the OWNER may tap such sewer.
- ii. The OWNER shall be responsible for payment of tap-on fees prior to the connection to public sanitary sewer, based upon the requirements of the City Code at the time connection is sought.

D. **Concept Plan (PLAN) Approval.** The CITY hereby approves the PLAN for the property in Tract A, the AES Kieser Solar, LLC d/b/a Kieser Solar Project, attached hereto as Exhibit B. Administrative site plan approval, pursuant to § 44-1709 of the City Code, and permitting procedures shall still apply prior to development.

E. **PROJECT Specifics.** To increase efficiency, community benefit, and project clarity, OWNER and CITY agree to the following, as related specifically to the PROJECT proposed on Tract A of the PROPERTY.

(1) The following modifications of the Use Provisions associated with Solar Energy Conversion Facilities (§ 44-1031 of the City Code) shall apply:

- i. Decommissioning – The provisions for Decommissioning set forth in an executed Agricultural Impact Mitigation Agreement (AIMA) between the State of Illinois Department of Agriculture and the owner of any Commercial Solar Energy Conversion Facility project constructed on the Premises, shall override § 44-1031D of the City Code in timeline and process, provided construction begins within 5 years of the effective date of this AGREEMENT.
- ii. Landscaping and screening – For the portion of the site perimeter adjacent to the property commonly known as 508 Lutz Road, landscaping and screening requirements may be met in either of the ways outlined below. The remainder of the PROJECT area shall be fenced subject to the provisions of City Code § 44-1031F(3)(a) and § 44-910 (Fence regulations).
 - (a) OWNER, or their Designee, shall coordinate with the owner of the property commonly known as 508 Lutz Road to plan and coordinate any improvements to landscaping, screening, and/or vegetation along any portion of the property that is adjacent to a Solar Energy Conversion. For the purposes of zoning compliance, landscaping and screening requirements along this portion of the perimeter shall be considered fulfilled upon written approval by the property owner of 508 Lutz Road. Such buffer shall be at least as protective as the standard chain-link fencing allowed in Agricultural Zoning Districts; OR,
 - (b) At the election of OWNER, in lieu of the requirements of subsection (a) above this portion of the perimeter shall be fenced subject to the provisions of City Code § 44-1031F(3)(a) and § 44-910 (Fence regulations).

(2) The following is provided for clarity and agreement on code and engineering items, as applicable to the proposed PROJECT on Tract A.

- i. Bulk and site standards. Solar Energy Conversion Facility Site and Bulk Standard (§ 44-1031F) overrides Agricultural District standards (§ 44-303).
- ii. Landscaping and screening. As related to § 44-1031F(3)(a) the inclusion of “wire mesh fencing” is interpreted to also allow chain link as an appropriate material, as they are used synonymously elsewhere in the Zoning Code.
- iii. Surfacing.
 - (a) Compacted gravel will be allowed for internal circulation and access road(s), as specified in an applicable AIMA.
 - (b) Any entrance(s) shall be paved with concrete or asphalt for the entire right-of-way width, to prevent gravel tracking onto public roads.

E. **Stormwater Detention** for any development on the subject PROPERTY shall be provided as per the Manual of Practice. Management facilities shared by multiple lots or developments may be allowed with the dedication of appropriate easements and calculations demonstrating compliance.

G. Parkland Dedication and Reservation.

- (1) Tracts A and C. The OWNER is not responsible for dedication or reservation of Parkland for the portion of the property to be zoned A (Agriculture) District. During the life of this AGREEMENT, should portions of these tracts host residential uses in the future (developed as a residential use within a Residential Zoning District or other Zoning District where such use is approvable), Parkland Dedication and Reservation shall become due based upon the requirements of the City Code at the time entitlements are sought.
- (2) Tract B. The OWNER is responsible for the dedication or reservation of Parkland for the portion of the property to be zoned R-3A (Multiple-Family Residence) District. This dedication shall be calculated and shall become due upon redevelopment of the subject Tract, based upon the requirements of the City Code at the time entitlements are sought.

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

I. Annexation Fees (Fees to be Paid as a Condition of Annexation).

- (1) The OWNER is not responsible for Annexation Fees upon Annexation as A (Agriculture) District. Should any portion of the PROPERTY be rezoned from the A (Agriculture) District within the lifetime of this AGREEMENT, Annexation Fees shall be based upon the requirements of the City Code at the time entitlements are sought.
- (2) The OWNER is responsible for Annexation Fees associated with Tract B, to be zoned R-3A (Multiple-Family Residence) District. This amount shall be calculated and shall

become due upon redevelopment of the subject Tract, based upon the requirements of the City Code at the time entitlements are sought. At the option of the OWNER and/or lessee of the PROPERTY, the fee may be calculated and paid at any time in advance of it becoming due.

5. OBLIGATION TO DEVELOP PER CODE.

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

6. ANNEXATION TO OTHER TAXING DISTRICTS.

The OWNER, as soon as practicable, but not later than 90 days from the date of annexation to the City, shall file and thereafter diligently pursue any necessary petitions to annex the PROPERTY to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

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

8. TERM

The term of this AGREEMENT shall be for twenty (20) years from and after the effective date of the annexation of the 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):

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

To Kieser Farms (OWNER):

c/o Joseph Kieser
1829 N 700 East Road
McLean, IL 61754

To AES Kieser Solar, LLC (DEVELOPER):

c/o AES Clean Energy Development, LLC
2180 S 1300 E, Suite 500
Salt Lake City, UT 84106

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 right of the CITY to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this AGREEMENT, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this AGREEMENT, or of any duly authorized officer, employee, agent, or representative of any party to this AGREEMENT, is required in this AGREEMENT, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This AGREEMENT shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- G. Severability. It is hereby expressed to be the intent of the parties to this AGREEMENT that should any provision, covenant, agreement, or portion of this AGREEMENT or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this AGREEMENT and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this AGREEMENT to the greatest extent permitted by applicable law.

- H. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this AGREEMENT.
- I. Interpretation. This AGREEMENT shall be construed without regard to the identity of the party who drafted the various provisions of this AGREEMENT. Moreover, each and every provision of this AGREEMENT shall be construed as though all parties to this AGREEMENT participated equally in the drafting of this AGREEMENT. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this AGREEMENT.
- J. Exhibits. The Exhibits attached to this AGREEMENT are, by this reference, incorporated in, and made a part of this AGREEMENT. In the event of a conflict between an exhibit and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- K. Amendments and Modifications. No amendment or modification to this AGREEMENT shall be effective until it is reduced to writing and approved and executed by all parties to this AGREEMENT in accordance with all applicable statutory procedures.
- L. Changes in Laws. Unless otherwise provided in this AGREEMENT, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- M. Authority to Execute. The CITY hereby warrants and represents to the OWNER that the Persons executing this AGREEMENT on its behalf have been properly authorized to do so by the Corporate Authorities. The OWNER hereby warrants and represents to the CITY (i) that 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 PROPERTY.
- R. Execution. This AGREEMENT may be executed in any number of counterparts (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This AGREEMENT shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

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

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNER

Joseph Kieser
Joseph Kieser

Ronald D. Kieser
Ronald D. Kieser

Duane Kieser
Duane Kieser

DEVELOPER (AES Kieser Solar, LLC)

By:

Paul-Charles Makarewicz
Paul-Charles Makarewicz

Exhibit A
LEGAL DESCRIPTION (PROPERTY)

LOT 1 AND THE EAST HALF OF LOT 2 ALL IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 574,

EXCEPT THE WEST 655.8 FEET OF THE NORTH 350 FEET OF THE ABOVE-DESCRIBED TRACT.

ALSO EXCEPT A PART OF LOT 1 IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION IS RECORDED IN BOOK 2 OF PLATS AT PAGE 574, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 655.8 FEET EAST OF THE STONE WHICH MARKS ONE-QUARTER CORNER OF THE NORTH SIDE OF SECTION 20;

FROM SAID POINT OF BEGINNING THENCE SOUTH 00 DEGREES 00 MINUTES EAST 300 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 87 DEGREES 47 MINUTES 200 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES WEST 300 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE NORTH LINE OF LOT 1; THENCE NORTH 87 DEGREES 47 MINUTES WEST 200 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPT A STRIP OF LAND IN LOT 1 OF SCHWULST'S SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, THE STRIP INCREASING UNIFORMLY FROM A POINT ON THE WEST RIGHT OF WAY FENCE OF MORRIS AVENUE AT STATION 41+00 TRANSIT LINE 24 TO A WIDTH OF 85 FEET WEST OF TRANSIT LINE 24 ON THE SOUTH PROPERTY FENCE LINE WHICH PROJECTED INTERSECTS TRANSIT LINE 24 TO STA. 47+18, EXCEPT THAT PORTION USED AS A PUBLIC HIGHWAY.
ALL IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-20-200-003
ADDRESS: 502 LUTZ RD

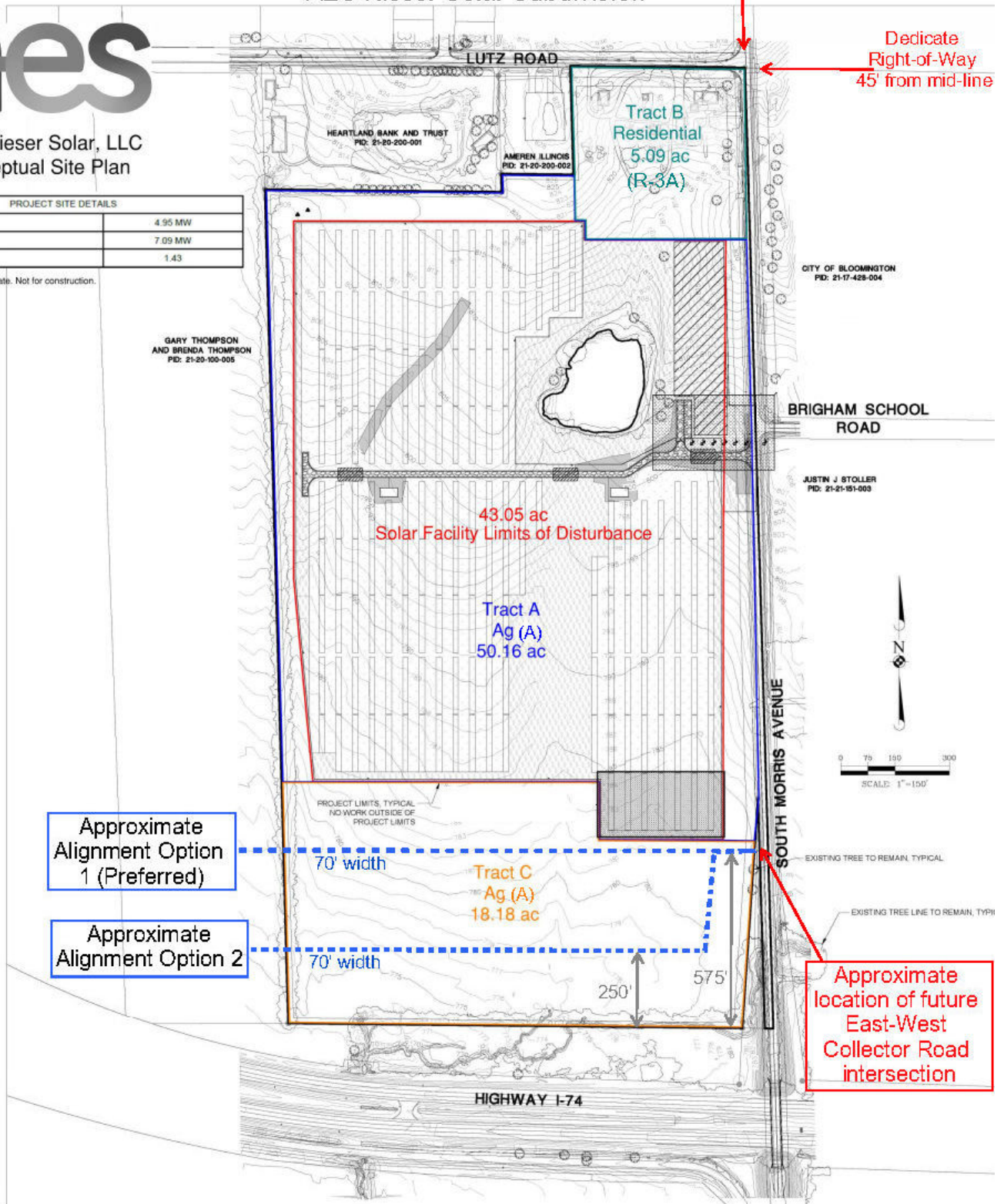
Exhibit B
CONCEPT PLAN (PLAN)
 AES Kieser Solar Subdivision



AES Kieser Solar, LLC
 Conceptual Site Plan

PROJECT SITE DETAILS	
AC CAPACITY AT POI	4.95 MW
DC CAPACITY	7.09 MW
DC/AC RATIO AT POI	1.43

*All acreages are approximate. Not for construction.



AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Edmar Corachia, 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:

Jul. 10, 2025

NOTICE ID: AN5Rb7Enqr4HpAFsEFAQ

PUBLISHER ID: COL-8001347

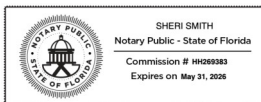
NOTICE NAME: Z-04-25 Council July

Publication Fee: 168.80

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

Edmar Corachia

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 07/15/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. Z-04-25

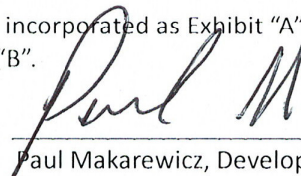
Notice is hereby given that the Bloomington City Council will hold a public hearing in person in the Government Center Boardroom, 4th Floor, Room #400, 115 E. Washington St., at 6:00 P.M. on Monday, July 28, 2025, on a request submitted by Kieser Farms (1829 N 700 East Rd., McLean, IL, 61754), for approval of an Annexation Agreement with Zoning Map Amendments, from County R-1 (Single Family Residential) and County A (Agriculture) to City A (Agriculture) and City R-3A (Multiple-Family Residential), pertaining to property commonly known as 502 Lutz Rd., consisting of approximately 74.5 acres, PIN: 21-20-200-003. 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.
7/10 COL-8001347

ANNEXATION AGREEMENT & PETITION
KIESER SOLAR
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS
COUNTY OF MCLEAN

I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation Agreement and Petition for Annexation on the Bloomington Township Fire Protection District, McLean County School District 05, McLean County, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, and Bloomington-Normal Water Reclamation District, 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 Durango, Colorado, at or about 8 on July, 2025, 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".


Paul Makarewicz, Development Manager

Subscribed and sworn to before me this
8th of July, 2025.



Notary Public

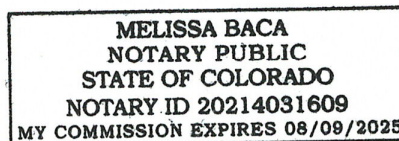


Exhibit A

NOTICE

TO: Bloomington Township Fire Protection District
Chief Tom Willam
President David Owens
Treasurer Scott Stiner
Secretary Dale Herring

RE: Proposed Annexation – Kieser Solar

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

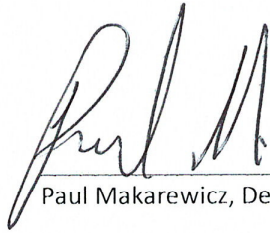
SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

This property is 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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025



Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: McLean County School District 05
Superintendent Kristen Weikle
Board Members Alex Williams, Patrick Mainieri, Stan E. Gozur, Kentrica Coleman, Mark Adams II, Kelly Pyle, Amy Roser

RE: Proposed Annexation – Kieser Solar

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

SEE ATTACHED “ANNEXATION DESCRIPTION” EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

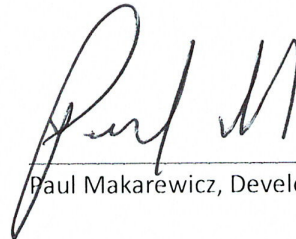
This property is currently in the McLean County School District 05.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated

7-8-2025



Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz

paul.makarewicz@aes.com

2180 S 1300 E, Suite 600

Salt Lake City, UT 84106

NOTICE

TO: Bloomington Township
Supervisor Jennifer Capodice
Clerk Jennifer Vericella
Trustees Mark Yontz, James Thomas, Chris Witte, David Mier

RE: Proposed Annexation – Kieser Solar

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

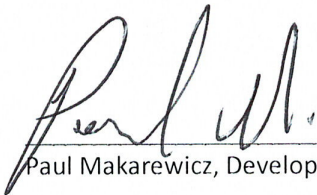
SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-25


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: Commissioner Rodney Boester of Bloomington Township Highway Commission

RE: Proposed Annexation – Kieser Solar

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

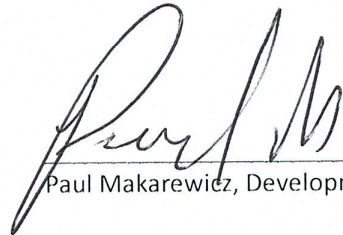
SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz

paul.makarewicz@aes.com

2180 S 1300 E, Suite 600

Salt Lake City, UT 84106

NOTICE

TO: Executive Director Carl Olson of Bloomington Normal Airport Authority

RE: Proposed Annexation – Kieser Solar

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

SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

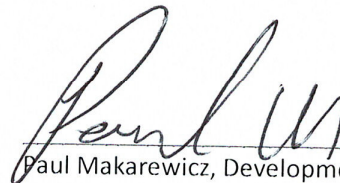
This property is or may be in the Bloomington-Normal Airport Authority.

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 an Agreement or Petition for Annexation.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated

7-8-25


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz

paul.makarewicz@aes.com

2180 S 1300 E, Suite 600

Salt Lake City, UT 84106

NOTICE

TO: Executive Director Tim Ervin of Bloomington-Normal Water Reclamation District

RE: Proposed Annexation – Kieser Solar

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

SEE ATTACHED "ANNEXATION DESCRIPTION" FOR COMPLETE LEGAL DESCRIPTION.

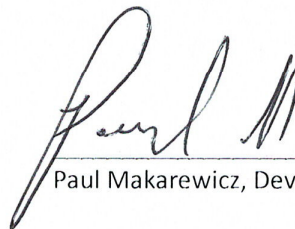
This property is or may be in the Bloomington-Normal Water Reclamation District.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated

7-8-2025



Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz

paul.makarewicz@aes.com

2180 S 1300 E, Suite 600

Salt Lake City, UT 84106

NOTICE

TO: Heartland Community College 540
Chair Becky Ropp
Vice-Chair Janet Hood
Secretary Joshua Crocket
Trustees Cecelia Long, Mary Campbell, Thomas Whitt, Laurie Bergner

RE: Proposed Annexation – Kieser Solar

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

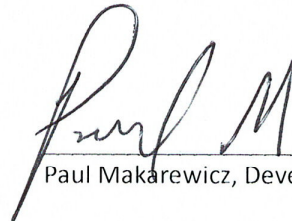
SEE ATTACHED "ANNEXATION DESCRIPTION" FOR COMPLETE LEGAL DESCRIPTION.

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: Golden Prairie Public Library District
Vice President James Russell
Secretary/Treasurer Kathy Vroman
Trustees Ruth E. Novosad, Stephen Peterson, Patricia A. Salch, Stephanie Walden

RE: Proposed Annexation – Kieser Solar

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

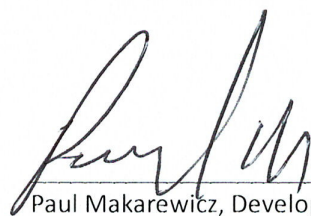
SEE ATTACHED "ANNEXATION DESCRIPTION" FOR COMPLETE LEGAL DESCRIPTION.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

NOTICE

TO: McLean County
Clerk Kathy Michael

RE: Proposed Annexation – Kieser Solar

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

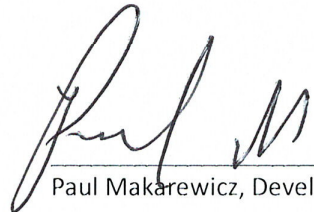
SEE ATTACHED "ANNEXATION DESCRIPTION" EXHIBIT FOR COMPLETE LEGAL DESCRIPTION.

This property is in Mclean County.

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.

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 28, 2025, at 6:00 pm in the Government Center Chambers, Government Center, 4th Floor, Room #400, 115 E. Washington Street, Bloomington, Illinois 61701.

Dated 7-8-2025


Paul Makarewicz, Development Manager

Responses and Inquiries to:

Paul Makarewicz
paul.makarewicz@aes.com
2180 S 1300 E, Suite 600
Salt Lake City, UT 84106

ANNEXATION DESCRIPTION
LEGAL DESCRIPTION OF THE SUBJECT PREMISES

LOT 1 AND THE EAST HALF OF LOT 2 ALL IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 574,

EXCEPT THE WEST 655.8 FEET OF THE NORTH 350 FEET OF THE ABOVE-DESCRIBED TRACT.

ALSO EXCEPT A PART OF LOT 1 IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION IS RECORDED IN BOOK 2 OF PLATS AT PAGE 574, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 655.8 FEET EAST OF THE STONE WHICH MARKS ONE-QUARTER CORNER OF THE NORTH SIDE OF SECTION 20;

FROM SAID POINT OF BEGINNING THENCE SOUTH 00 DEGREES 00 MINUTES EAST 300 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 87 DEGREES 47 MINUTES 200 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES WEST 300 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE NORTH LINE OF LOT 1; THENCE NORTH 87 DEGREES 47 MINUTES WEST 200 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPT A STRIP OF LAND IN LOT 1 OF SCHWULST'S SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, THE STRIP INCREASING UNIFORMLY FROM A POINT ON THE WEST RIGHT OF WAY FENCE OF MORRIS AVENUE AT STATION 41+00 TRANSIT LINE 24 TO A WIDTH OF 85 FEET WEST OF TRANSIT LINE 24 ON THE SOUTH PROPERTY FENCE LINE WHICH PROJECTED INTERSECTS TRANSIT LINE 24 TO STA. 47+18, EXCEPT THAT PORTION USED AS A PUBLIC HIGHWAY.

ALL IN MCLEAN COUNTY, ILLINOIS.

EXHIBIT B
MAILING LIST

Bloomington Township Fire Protection District

Chief
Tom Willan
14880 Old Colonial Rd
Bloomington, IL 61705

President
David Owens
14880 Old Colonial Rd
Bloomington, IL 61705

Secretary
Tim Cassidy
14880 Old Colonial Rd
Bloomington, IL 61705

Treasurer
Dale Herring
14880 Old Colonial Rd
Bloomington, IL 61705

McLean County School District 05

Superintendent
Kristen Weikle
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Patrick Mainieri
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Stan E. Gozur
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Kentrica Coleman
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Mark Adams II
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Kelly Pyle
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

Board Member
Amy Roser
McLean County School District, Unit No. 5
1809 W. Hovey
Normal, IL 61761

McLean County

Clerk
Kathy Michael
115 E. Washington St., Rm. 102
P.O. Box 2400
Bloomington, IL 61702

Golden Prairie Public Library District

Secretary/Treasurer
Kathy Vroman
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Vice President
Jim Russell
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Trustee
Stephanie Walden
Golden Prairie Public Library District
205 E. Olive St.

Trustee
Ruth Novosad
Golden Prairie Public Library District
205 E. Olive St.

Bloomington, IL 61701

Trustee
Stephen Peterson
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Trustee
Patricia A. Salach
Golden Prairie Public Library District
205 E. Olive St.
Bloomington, IL 61701

Bloomington Township

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

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

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

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

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

Trustee
Christopher Witte
Bloomington Township Building
2501 Fox Creek Road

Bloomington, IL 61705

Bloomington Township Highway Commissioner

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

Bloomington-Normal Airport Authority

Executive Director
Carl Olson
Bloomington-Normal Airport Authority
3201 CIRA Drive, Suite 200
Bloomington, IL 61704

Bloomington-Normal Water Reclamation District

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

Heartland Community College 540

Chair
Becky Ropp
1500 W. Raab Rd
Normal, IL 61761

Vice-chair
Janet M. Hood
1500 W. Raab Rd
Normal, IL 61761

Secretary
Joshua Crocket
1500 W. Raab Rd
Normal, IL 61761

Trustee
Cecelia Long
1500 W. Raab Rd
Normal, IL 61761

Trustee
Mary Campbell

1500 W. Raab Rd
Normal, IL 61761

Trustee
Thomas Whitt
1500 W. Raab Rd
Normal, IL 61761

Trustee
Laurie Bergner
1500 W. Raab Rd
Normal, IL 61761

ORDINANCE NO. 2025 - _____

AN ORDINANCE ANNEXING PROPERTY COMMONLY KNOWN AS 502 LUTZ ROAD, CONTAINING 74.5 ACRES, MORE OR LESS, APPROVING ZONING MAP AMENDMENTS FOR SAID PROPERTY TO THE A (AGRICULTURAL) DISTRICT AND R-3A (MULTIPLE-FAMILY RESIDENCE) DISTRICT, PIN: 21-20-200-003

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition requesting Annexation of approximately 74.5 acres of property located at the southwest corner of the intersection of Lutz Road and S. Morris Avenue, legally described in Exhibit A (“PROPERTY”); and

WHEREAS, said Petition included an Annexation Plat prepared by Dallas Westerlund, Illinois Professional Land Surveyor No. 035-004041 of WSB Design and Consulting PLLC., on July 18, 2025, depicted in Exhibit B (“PLAT”); and

WHEREAS, the Property is already the subject of an Annexation Agreement (“AGREEMENT”), approved by City Council on July 28, 2025; and

WHEREAS, said AGREEMENT includes approval for a Zoning Map Amendments to the to the A (Agricultural) District and R-3A (Multiple-Family Residence) District, upon annexation, as depicted in Exhibit C (“CONCEPT PLAN”); and

WHEREAS, said Annexation Agreement includes modifications of the Use Provisions associated with Solar Energy Conversion Facilities (§ 44-1031), benefiting both parties; and,

WHEREAS, the Petitioner has provided the notices required by Section 7-1-1 of the Municipal Code (65 ILCS 5/7-1-1) to the appropriate parties and has submitted an Affidavit of proof thereof; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Annexation and Zoning Map Amendments.

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 the PROPERTY, consisting of approximately 74.5 acres, legally described in Exhibit A and depicted in the PLAT, is hereby approved, subject to minor technical modifications.

SECTION 3. Zoning Map Amendments to the City A (Agriculture) District and City R-3A (Multiple-Family Residence) District for the property commonly known as 502 Lutz Road, legally described in Exhibit A and depicted in the PLAT, are hereby approved as depicted in the CONCEPT PLAN, pursuant to the AGREEMENT approved on July 28, 2025.

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 immediately after its approval and publication as required by law, following the effectiveness of Resolution No. 2025-_____, a Resolution Authorizing an Annexation Agreement with Kieser Farms, for Property Commonly Known as 502 Lutz Road, PIN: 21-20-200-003, and execution of the Agreement approved therein.

PASSED this 28th day of July 2025.

APPROVED this _____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 1 AND THE EAST HALF OF LOT 2 ALL IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 574,

EXCEPT THE WEST 655.8 FEET OF THE NORTH 350 FEET OF THE ABOVE-DESCRIBED TRACT.

ALSO EXCEPT A PART OF LOT 1 IN SCHWULST SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SUBDIVISION IS RECORDED IN BOOK 2 OF PLATS AT PAGE 574, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

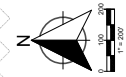
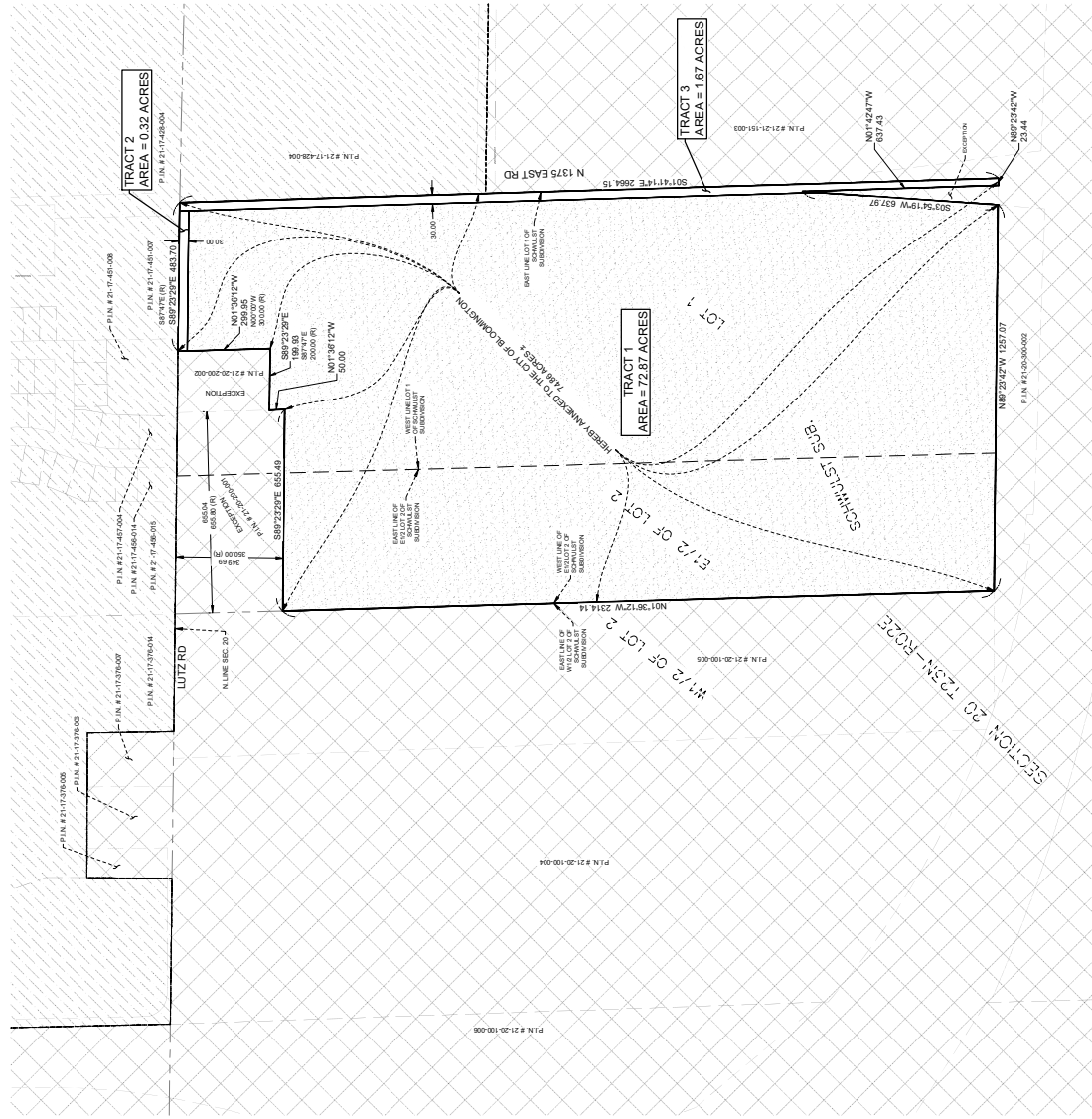
BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 655.8 FEET EAST OF THE STONE WHICH MARKS ONE-QUARTER CORNER OF THE NORTH SIDE OF SECTION 20;

FROM SAID POINT OF BEGINNING THENCE SOUTH 00 DEGREES 00 MINUTES EAST 300 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH 87 DEGREES 47 MINUTES 200 FEET PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES WEST 300 FEET PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER TO A POINT ON THE NORTH LINE OF LOT 1; THENCE NORTH 87 DEGREES 47 MINUTES WEST 200 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPT A STRIP OF LAND IN LOT 1 OF SCHWULST'S SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, THE STRIP INCREASING UNIFORMLY FROM A POINT ON THE WEST RIGHT OF WAY FENCE OF MORRIS AVENUE AT STATION 41+00 TRANSIT LINE 24 TO A WIDTH OF 85 FEET WEST OF TRANSIT LINE 24 ON THE SOUTH PROPERTY FENCE LINE WHICH PROJECTED INTERSECTS TRANSIT LINE 24 TO STA. 47+18, EXCEPT THAT PORTION USED AS A PUBLIC HIGHWAY. ALL IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-20-200-003
ADDRESS: 502 LUTZ RD

EXHIBIT B



LEGEND	
	CORPORATE LIMITS OF CITY OF BLOOMINGTON
	UNINCORPORATED MCLAIN COUNTY
	TO BE ADDED TO THE CITY OF BLOOMINGTON
	RECORD
	SECTION LINE
	QUARTER SECTION LINE
	10TH SECTION LINE
	LOT LINE
	ADJACENT LINES

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCLEAN)SS

THIS IS TO CERTIFY THAT, ON BEHALF OF THE WSB, DALLAS WESTERLUND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE MAP HEREON FROM OFFICE RECORDS FOR THE PURPOSE OF ANNEXING THE SAME INTO CITY BLOMINGTON, ILLINOIS AND THE MAP HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED.

GIVEN UNDER MY HAND AND SEAL THIS 18TH DAY OF JULY A.D. 2025.

Dale
Dale Westerlund, Land Surveyor, IL License No. 035-004041
WSS LLC dba WSS Design and Consulting PLLC, Firm License No. 184 008635-0014
dwesterlund@wssbg.com
701 Xenia Ave S, Suite 300
Minneapolis, MN 55416
612-609-3325

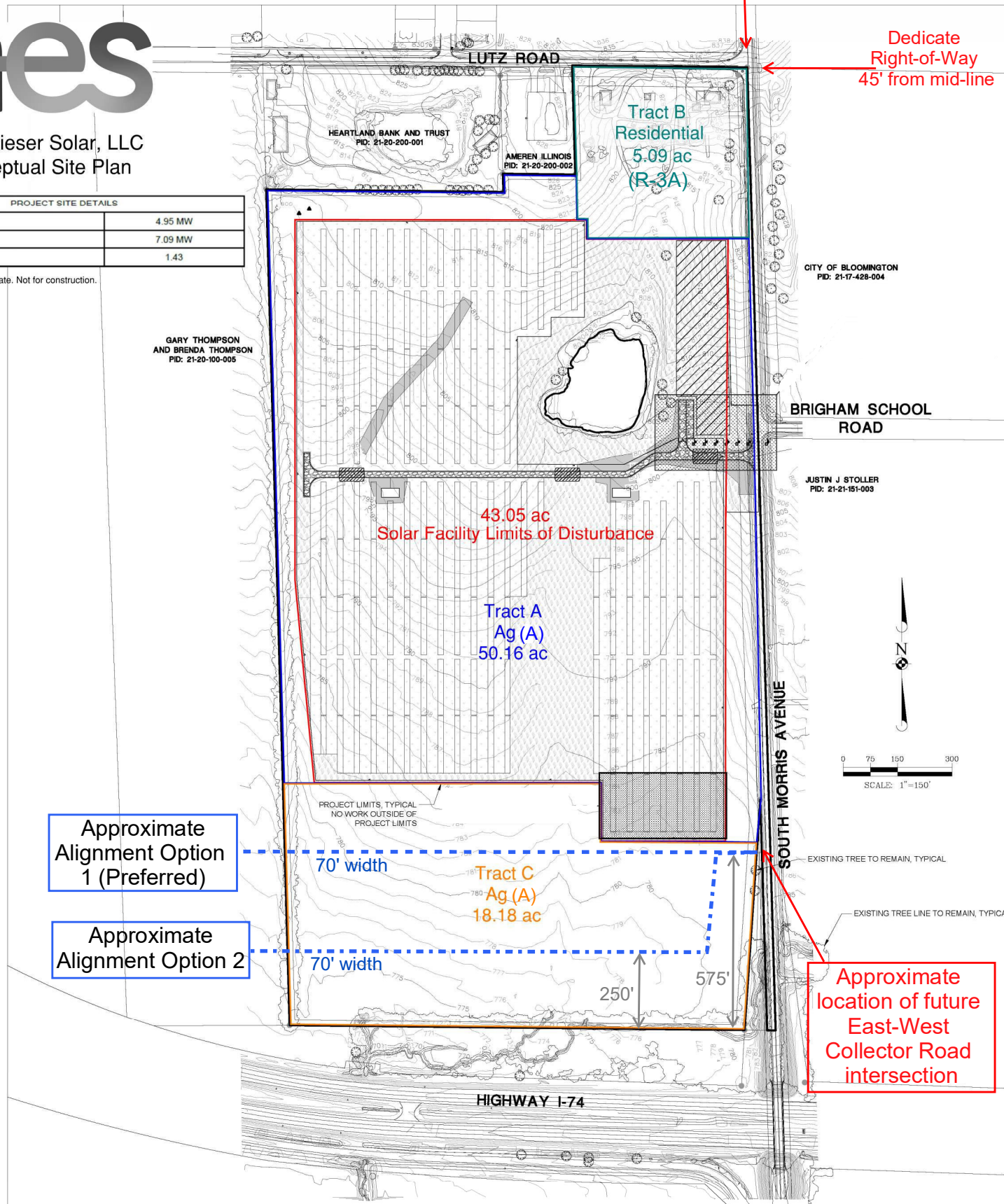
Ordinance Exhibit C
CONCEPT PLAN (PLAN)
AES Kieser Solar Subdivision



AES Kieser Solar, LLC
Conceptual Site Plan

PROJECT SITE DETAILS	
AC CAPACITY AT POI	4.95 MW
DC CAPACITY	7.09 MW
DC:AC RATIO AT POI	1.43

*All acreages are approximate. Not for construction.





FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

These are the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **Kieser Farms** (APPLICANT), in **case Z-04-25**, related to an **Annexation Agreement** and **Zoning Map Amendments**, from the County R-1 (Single Family Residential) District and A (Agriculture) District, to the A (Agricultural) District and R-3A (Multiple-Family Residence) District (REQUEST).

The request is related to the property: 502 Lutz Road, PIN: 21-20-200-003 (PROPERTY).

After proper notice was given, as required by law, the COMMISSION held a public hearing on the REQUEST, on **July 2, 2025**, and hereby reports their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING ZONING MAP AMENDMENTS:

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the current County R-1 (Single-Family Residential) District are oriented to low-density single-family dwelling use and to allow certain public facilities. “Generally, single-family dwellings, parks, educational and religious uses are permitted” (§ 350-36B), however these uses all require more access to public infrastructure than is currently available to Tracts A & C, or is planned to be provided in the near future, due to the extended distance and expense of installation. For the foreseeable future, uses that do not require public water or sewer will be the highest and best use of the property south of Tract B, as access to water and sewer infrastructure would require significant investment on the part of the City or Property Owner. The portion of the property already zoned County A (Agriculture) is proposed for A (Agricultural) zoning in the City, translating appropriately for the suitability of uses for that part of the property. Tract B, on the other hand, already has easy access to public water and sewer, as well as direct access to a City Collector street, making the uses permitted in R-1 zoning less intensive than the use(s) that could be reasonably supported and appropriate for this portion of the property.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

Most of this property has never been developed and is currently vacant. Tract B currently holds a 100+ year-old single-family dwelling with detached garage and outbuildings. Meanwhile, other properties in this section of the City—bounded by W. Hamilton Rd., S. Morris Ave., Lutz Rd., and I-55—have experienced ongoing development in areas where public infrastructure and appropriate transportation access is available. The larger section of the property has been effectively used as cropland, but may be somewhat less desirable than comparably sized pieces elsewhere, as it is bisected (north-south) by an intermittent stream and two additional classified (1st and 2nd order waterways), in addition to an approximately 40-ft drop in elevation from the north end to south end of the property. See also the discussion of “Compliance with the Comprehensive Plan” in the prior portion of this report.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Physically, the subject property would be appropriate for many uses permissible in the City’s

Zoning Code except large-scale single-building development that could not be accommodated by the existing natural resources and/or topography. However, the present lack of infrastructure access makes the current development of most uses financially infeasible, or at least financially impractical. The northeast corner can be reasonably developed with any use resulting in a low-to-moderate traffic count (residential, specialty retail, office, etc.) in the near future, but does front directly on two larger streets, making the least intensive developed uses (parks, single-family residential, etc.) less practical.

4. The existing land uses and zoning of nearby property.

The adjacent properties are zoned County R-1 (Single-Family Residential) District, City P-2 (Public Lands and Institutions) District, City R-2 (Mixed Residence) District, and R-1C (Single-Family Residence) District. Uses include cropland, a public golf course, an electrical substation, multiple-family residences, and single-family residences. The entire eastern side of the property is bordered by right-of-way, with only a narrow strip of undevelopable remainder property between the southern border of the property and I-74.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

Financially feasible development on the southern ~80% of this parcel—for the foreseeable future—will be only of uses that are not reliant upon the provision of public utilities and improved roadways. The relative gain for the owner from the downzoning to the A (Agriculture) District is real; the relative hardship to the public will be minimal, if realized, and the impact is potentially protective of public finance given the current service condition of surrounding properties. Extension of public utilities to serve this parcel for residential development (as intended under the current zoning classification) would be unreasonably burdensome for the property owner and result in public ownership and maintenance of large sections of water and sewer main, for the small number of dwelling units that could be supported by the existing and planned transportation infrastructure. Reclassification of this parcel paves the way for beneficial improvement of the property without encouraging forms of development that would necessitate public infrastructure in advance of need from properties that are more proximate to exiting connections.

Development of the northern 5 acres (Tract B) is feasible today, or soon, and the gain for the property owner is real. The gain to the public from the rezoning and redevelopment of this property is also real. Lutz Road is designed as a future 3-lane Collector, with a DHV of at least 495. Today, the road is 2 lane road with a County section profile (no curb) on the south. Annexation, zoning, and redevelopment of this area would trigger dedication of the additional right of way needed for long term improvement of the road and would not significantly impact the current traffic level (as compared to design plan) which is only 200 AADT with a PASER Rating of 8. Residents have reported frequent problems with roll-throughs and activity attributable to a general driver lack of attention at this intersection, causing a concern for accidents that has been expressed during public hearings related to other projects in this area; these issues are common for intersections that people perceive as “low risk” (local roads deep in subdivisions, country roads with very low traffic, etc.). The development of urban uses on both sides of the road may provide visual cues (optical narrowing) for the street design, helping to guide driver behavior and reduce the issues of concern expressed by residents.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

This property is at the southwest corner of a City Arterial road (S. Morris Ave.) and City Collector

road (Lutz), with access to both. Not only are adequate streets connected to support the development of Tract B, but well-planned development of this piece of property is needed to permit access to those streets by other future developments to the south and west. This property represents a key strategic piece in the future primary road network in this area.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

Stormwater management for development of the subject property will be managed according to the City's Manual of Practice, requiring onsite management and maintenance of the post-development condition is no worse than pre-development condition.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

Nearby properties are served by Bloomington fire and police protection and plans for development of the property will require site and permitting reviews that will include review for appropriate fire prevention measures. The property will be annexed to Bloomington-Normal Water Reclamation District and is already part of the Unit 5 School District. For tracts A & C, water and sewer facilities are not immediately available to support intensive urban uses, hence the proposed downzoning of the subject property to the A (Agriculture) District. Tract B can already be easily serviced by all public services and utilities necessary for urban development and sustain a more intensive zoning classification than the current assignment.

9. The extent to which property values are diminished by the restrictions of the proposed zoning.

Property values are unlikely to be diminished by the proposed Map Amendment for Tracts A & C. The use of the property has been agricultural, adjacent to other agricultural uses, and many of the higher-intensity residential uses pondered by the current County zoning are not attainable given infrastructure constraints. Classification at the least intensive zoning district, upon annexation, is appropriate. The Map Amendment to R-3A for Tract B is unlikely to have a significant impact due to the scale of the tract and the existing multi-family use across the street, which is similar in character to the kinds of uses that may be implemented in the R-3A district.

10. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

The proposed Annexation and Map Amendment contribute to the following Goals and Objectives:

- Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington; and,
- Goal NE-3 (Reduce environmental pollutants), Objective NE-3.1 (Identify and reduce air pollutants), Policy NE-3.1a (Work to attract and provide incentives for wind, solar, geothermal, biofuel, and other types of renewable energy development); and
- Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core); and,
- Goal UEW-2 (Promote and facilitate energy conservation and alternate energy generation and resources), Objective UEW-2.2 (Ensure at least 25% of energy use comes from renewable energy sources); and
- Goal CF-1 (Continue to provide quality public facilities and services), Objectives CF-1.1 (Provide adequate City services for current and new annexations) and CF-1.4 (Focus

resources on maintaining and developing facilities that support the goal of contiguous and compact growth).

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

11. Whether the City needs more of the types of uses allowed in the proposed district.

Low-intensity interim uses—like agriculture, solar energy conversion, forestry, and accessory open space—are appropriate ways to increase the use and value of properties that are strategic to the facilitation of appropriate development on other incorporated or contiguous properties like Tracts A & C. The City is seeking additional housing so the creation of additional residentially zoned property is in line with the needs of the City. The few lower intensity commercial uses approved for the R-3A (Sports & Fitness Establishments, Community Center) would be supportive of the neighborhood and not significantly generate traffic from outside the area.

STANDARDS FOR REVIEW OF ANNEXATION AGREEMENTS:

(a) To conserve and protect the taxable value of land and structures;

Standards five (5) and nine (9) for approval of Zoning Map Amendments speak to this purpose. Incorporation of property to be improved will increase the local tax base. The “pocket” of land between Hamilton/Morris/I-74/I-55 is comprised of a variety of properties and owners with potential for urban development in the future, but the constrained nature of this area means that the provision of utilities and infrastructure must be carefully considered to make the best use of public and private resources. Development of the property with an appropriate interim use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered.

(b) To protect the air, water and land resources within the City from the hazards of pollution and misuse;

Standards three (3) and eight (8) for approval of Zoning Map Amendments speaks to this purpose. Compliance with the City Code, once annexed, will be generally protective from the hazards of pollution and misuse. The Agreement states normal public hearing and permitting processes shall be followed for future processes.

(c) To protect land and structures from natural hazards; including flooding and erosion;

Standard seven (7) for approval of Zoning Map Amendments speaks to this purpose. Incorporation and development of this property, when in compliance with the Manual of Practice, per expectation and requirement, will address onsite and localized flooding issues.

(d) To preserve and protect historic locations, structures and groups of structures;

Most of this property is unimproved, but under the City Code the existing structure(s) would be evaluated for historic value and integrity prior to the issuance of any demolition order.

(e) To preserve and protect and encourage the development of structures, groups of structures and neighborhoods of distinctive architectural character and appearance;

Standard four (4) for approval of Zoning Map Amendments speaks to this purpose. Development that would result in neighborhoods is not pondered at this time. Redevelopment of Tract B would require compliance with the Zoning Code, including any design, bulk, and site requirements.

(f) To provide for the orderly and functional arrangement of land uses and structures;

Standard two (2) for approval of Zoning Map Amendments speaks to this purpose. Development of the property with an appropriate interim use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered. Redevelopment of Tract B would require compliance with the Zoning Code, including those for connectivity, bulk and site requirements related to other properties and uses, the development of a site grading plan, and public water/sewer main extensions.

(g) To establish standards for the orderly development or redevelopment of geographic areas within the City;

The Agreement does not exempt the subject property or Property Owner from any of the established standards for planning and development within the City; it specifies that future subdivision and development of the Premises shall be by applicable governing Codes at that time, which should result in orderly development or redevelopment of the area.

(h) To secure for the public locations for housing, employment, shopping, education and recreation that are adequate in terms of health, safety, convenience and number;

Standards six (6) and 11 for approval of Zoning Map Amendments speak to this purpose. This Agreement and Annexation will facilitate interim improvement on a property that is strategically located for determining the development pattern and potential for other properties in the area, as well as the opportunity for the redevelopment of an older single-family property into a use more appropriate for the location, as related to the current characteristics of the property.

(i) To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;

Standard eight (8) for approval of Zoning Map Amendments speaks to this purpose. This Agreement does not exempt tap-on fees, substandard road fees, and parkland dedication that help to pay the City back for prior expenditures on the development of existing water, sewer, roads, and parkland infrastructure. Instead, it defers calculation and obligation until a more permanent development and infrastructure plan is in place; normal operating procedure would be expected at that time. The Applicant would be expected to be responsible for the construction and cost of infrastructure for development on the subject property. In addition, the right of way needed for the future improvement of S. Morris Avenue is secured in this Agreement, and provisions are made for the dedication of a secondary east-west road to provide access to the properties to the west which are otherwise limited in accessibility and development potential.

(j) To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;

Standard one (1) for approval of Zoning Map Amendments speaks to this purpose.

(k) To permit public involvement in the planning of private land uses which have the potential for significant impact on the use and enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and

Approval of the Agreement and Zoning Map Amendment after public hearings and Council review would be the result of a fair, equitable, and orderly public review and participation process.

(l) To promote the Official Comprehensive Plan adopted by the City of Bloomington.

Standard 10 for approval of Zoning Map Amendments speaks to this purpose.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest and not solely for the benefit of the APPLICANT.

Therefore, this COMMISSION recommends that the REQUEST for approval of an Annexation Agreement and Zoning Map Amendments to the A (Agricultural) District and R-3A (Multiple-Family Residence) District, for the PROPERTY described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 6-0-0

AYES: Beyer, Boyd, Muehleck, Peradotti, Sochotsky, Mosley

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

7/9/2025 | 12:36 PM CDT

Date



REGULAR AGENDA ITEM NO. 9.B.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving Amendment #1 to the Intergovernmental Revenue Sharing Agreement Between the County of McLean, the City of Bloomington, and the Town of Normal and Amending § 39-1104 of the Bloomington City Code, 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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND:

In 2016, the City of Bloomington entered into an Intergovernmental Revenue Sharing Agreement with McLean County and the Town of Normal to support mental health and public safety initiatives. The Agreement dedicates a portion of the City's home rule sales tax to the County for these purposes.

Since the Agreement was adopted, there have been changes in circumstances, including changes in state sales tax laws and the County's success in securing grant funding for some of the originally intended purposes. At the same time, the Agreement has reached its midpoint, making this a natural opportunity for the parties to come together, evaluate progress, and consider updates to the Agreement moving forward. Due to the balance in the fund, community mental health initiatives will continue to be able to move forward during the pause.

Amendment #1 temporarily suspends the City's obligation to remit sales tax proceeds for a period of not less than twelve months beginning July 1, 2025. The pause provides time for the parties to discuss what changes may be appropriate. The attached Ordinance approves Amendment #1 and amends the City Code to reflect this temporary suspension. During the suspension period, the City Council will determine the use of the affected funds in alignment with City priorities. Since the County has a significant balance in the Fund, the community health initiatives will be able to continue to move forward during the suspension period.

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

FINANCIAL IMPACT:

In Fiscal Year 2025, the City remitted approximately \$3.16 million in shared sales tax to McLean County under the existing agreement. Due to recent changes in state law affecting the sourcing of online sales tax, this amount is expected to increase in future years. The temporary pause authorized by Amendment #1 is projected to make approximately \$3.5 million available for the City Council to allocate toward other City priorities and initiatives during the suspension period.

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager

ATTACHMENTS:

[ADM 1B Ordinance](#)

[ADM 1C Ordinance - Exhibit A - 2016 Shared Sales Tax IGA](#)

[ADM 1D Ordinance - Exhibit B - Amendment #1](#)

ORDINANCE NO. 2025-__

AN ORDINANCE APPROVING AMENDMENT #1 TO THE INTERGOVERNMENTAL REVENUE SHARING AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL AND AMENDING § 39-1104 OF THE BLOOMINGTON CITY CODE

WHEREAS, the City of Bloomington (“City”), the County of McLean (“County”), and the Town of Normal (“Town”) entered into an Intergovernmental Revenue Sharing Agreement dated April 1, 2016 (“Agreement”), reflecting a shared commitment to enhancing mental health and public safety services for the benefit of all McLean County residents (Exhibit A); and

WHEREAS, the Agreement has provided funding for major initiatives, including efforts to expand detention facilities, enhance behavioral health services, and case management systems; and

WHEREAS, in recognition of evolving circumstances, including new grant funding, changes in sales tax revenue laws, and updates to the McLean County Behavioral Health Action Plan, the parties have collaboratively developed Amendment #1 (Exhibit B) to the Agreement to temporarily suspend the remittance of pledged sales tax revenues while continuing their strong intergovernmental partnership; and

WHEREAS, the County currently has a fund balance that will allow the continuation of community health initiatives and to meet the other obligations during the temporary pause and while reviewing what provisions of the Agreement need to be updated; and

WHEREAS, the City remains committed to the long-term success of the Agreement’s goals and to ensuring a transparent, fiscally responsible, and community-centered approach to shared investment in mental health and public safety; and

WHEREAS, the City Council of the City of Bloomington, Illinois, finds that it is in the best interest of the City to approve Amendment #1 and to amend the City Code to reflect the temporary suspension of payments as outlined in the Amendment, contingent upon its full execution by all parties.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. That Amendment #1 (Exhibit B) to the Intergovernmental Revenue Sharing Agreement between the County of McLean, the City of Bloomington, and the Town of Normal is hereby approved, and the Mayor is authorized to execute said Amendment on behalf of the City. The City Clerk is authorized to attest the same.

SECTION 3. That, contingent upon the approval and execution of Amendment #1 by all parties to the Agreement, Bloomington City Code § 39-1104 shall be amended as follows:

§ 39-1104 [Ch. 39, Sec. 133] Disposition of Certain Proceeds

The City shall distribute 10% of the net proceeds collected after June 30, 2016, from the 2.5% rate under § 39-1101 to the County of McLean for purposes of mental health and public safety in accordance with an intergovernmental agreement to be entered into between the Town of Normal, the City of Bloomington, and the County of McLean for such purposes. For the purpose of this section, "net proceeds" means the amount of the tax collected under § 39-1101 and remitted to the City by the Department of Revenue.

Notwithstanding the foregoing, the City's obligation to remit such proceeds shall be temporarily suspended for a period of not less than twelve (12) months beginning July 1, 2025, as provided in Amendment #1 to the Intergovernmental Revenue Sharing Agreement. During this suspension period, no remittance shall be required, and such nonpayment shall not constitute a breach of this section or the Agreement.

While this suspension is in effect, the City Council shall determine the use of the net proceeds that would have otherwise been remitted to the County. Such determinations shall align with the City's policy priorities and needs. The City shall resume remittances in accordance with the terms of the Agreement following the expiration or termination of the suspension period.

SECTION 4. That this Ordinance shall be in full force and effect immediately after its passage and approval in the manner required by law.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Intergovernmental Revenue Sharing Agreement

**Between the
County of McLean,
the City of Bloomington, and
The Town of Normal**

This agreement is dated April 1, 2016 and is between the COUNTY OF McLEAN ("County"), the CITY OF BLOOMINGTON ("City"), and the TOWN OF NORMAL ("Town").

WHEREAS, the United States Department of Justice, through a subdivision thereof known as the National Institute of Corrections evaluated the growing number of citizens from our community who suffer from mental illness who find themselves interacting with our community's criminal justice system; and

WHEREAS, the National Institute of Corrections issued two reports on the matter. The first, technical report No. 13J1032 titled *Options & Opportunities* on January 6, 2013, and the second, technical assistance report No. 13J1069 titled *Jail Mental Health Design and Programming* on July 23-26, 2013; and

WHEREAS, the aforementioned reports found that "publicly funded mental health facilities have closed permanently and/or access to outpatient treatment has been reduced to the point where many people have lost access to vitally needed services. As a result, many people suffering from mental illness are incarcerated for the first time and many others are re-incarcerated following stable community living"; and

WHEREAS, technical assistance report No. 13J1069 indicated that "jails have become the primary safety net for people suffering from mental illness. This further exacerbates community barriers causing mentally ill stigma by the added title 'criminal' to these already 'left-out' community members"; and

WHEREAS, the aforementioned reports found that the McLean County Adult Detention Facility ("MCDF") was not designed for nor is it adequately staffed to manage this growing population of mentally ill; and

WHEREAS, specific to our community, the U.S. Department of Justice found that the “current local community mental health delivery system is ineffective in significantly reducing suffering of its citizens or in reducing mentally ill involvement in the criminal justice system. It is clearly unable to provide timely or adequate levels of services to meet the needs of the community without significant changes and determined commitment among government officials and community leaders”; and

WHEREAS, acknowledging this great need of the community, and in an effort to protect and provided necessary services to our citizens, government officials and community leaders convened two interagency, public-private workgroups. These workgroups identified the long-term objective and necessity to “create a community-wide commitment to diversified funding for Mental Health Services”; and

WHEREAS, in an effort to meet that stated necessity, the Town of Normal, City of Bloomington and County of McLean endeavored to provide the funds necessary to achieve such a worthy long-term objective; and

WHEREAS, the Town of Normal and City of Bloomington are home rule units of government and, as such, Article 7, Section 6(a) of the Constitution of the State of Illinois of 1970 provides them the authority to “exercise any power and perform any function pertaining to its government and affairs including” the power “to tax”; and

WHEREAS, sections 8-11-1 and 8-11-5 of the Illinois Municipal Code allow the Town of Normal and the City of Bloomington to impose a Home Rule Retailer occupation Tax and a Home Rule Service Occupation Tax, respectively; and

WHEREAS, neither State statute nor the Illinois Constitution restricts the Town of Normal nor the City of Bloomington from pledging to share with the County a portion of tax revenue received under sections 8-11-1 or 8-11-5 of the Illinois Municipal Code; and

WHEREAS on September 8, 2015, the Town of Normal found that it is in the best interests of the health, safety, and welfare of the citizens of the Town of Normal to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental-health services; and

WHEREAS, the Town of Normal by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS on September 21, 2015, the City of Bloomington found that it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental health services; and

WHEREAS, the City of Bloomington by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS, the City of Bloomington is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The Town of Normal is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The County of McLean is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, units of local government have the authority to contract or otherwise associate among themselves to obtain or share services and exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act (found at 5 ILCS 220/1 *et seq.*), any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract; and

The parties agree as follows:

Article 1. Definitions, Purpose, and Term

Section 1-1. Definitions. As used in this agreement:

“City Rate Ordinance” means City Ordinance, No. 2105-62, passed on September 21, 2015

“Home Rule Sales Tax” means (i) for the Town, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Section 25.9-1 of the Municipal Code of the Town of Normal, 1969 and (ii) for the City, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Chapter 39, Section 130 of the Bloomington City Code.

“IDOR” means the Illinois Department of Revenue.

“Net Tax Proceeds” means the Home Rule Sales Tax proceeds remitted to the Town or City by IDOR under Division 11 of Article 8 of the Illinois Municipal Code from its collection of the Town’s or City’s Sales Tax.

“Pledged Revenue” means the portion of the Net Tax Proceeds remitted to the County by the Town and by the City under Article 2 of this Agreement.

“Town Rate Ordinance” means Town Ordinance, No. 5596, passed on September 8, 2015

Section 1-2. Purpose and intent.

(a) The purpose and intent of this agreement is to memorialize the commitment that the City and Town have made to provide the County with revenues collected from the Town and City’s Home Rule Sales Tax for the County to use solely for the purposes of mental health and public safety. The amount of revenues provided to the County are specified in the City Rate Ordinance and the Town Rate Ordinance and set forth below.

(b) The County agrees to use these revenues exclusively for mental health and public safety purposes as more particularly described in Article III.

Section 1-3. Term. The term of this agreement begins on April 1, 2016 and continues through May 31, 2036.

Article 2. City and Town Obligations

Section 2-1. Payment of Pledged Revenues.

(a) Each month, the City and the Town will pay to the County the Pledged Revenue, as calculated under Section 2-2.

(b) The Pledged Revenue must be remitted within 30 days after the date that the City or the Town receives the Net Tax Proceeds from IDOR.

(c) The obligation of the City or the Town to begin to remit the Pledged Revenue begins on the first month that the City or the Town receives the Net Tax Proceeds from IDOR of Home

Rules Sales Taxes collected at the 2.5% rate. (The parties estimate that the City and the Town will receive these proceeds beginning in April of 2016.) The obligation of the City or the Town to remit the Pledged Revenue continues until that municipality has made a total of 240 monthly payments.

Section 2-2. Calculation of Pledged Revenues.

(a) The parties intend that the amount of the Pledged Revenue remain proportionate to the distribution to the County set forth in the City Rate Ordinance and in the Town Rate Ordinance, which is 10% of the Net Tax Proceeds collected at a rate of 2.5%.

(b) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at the tax rate of 2.5%, then the amount of the Pledged Revenue for that municipality for that month is 10% of the Net Tax Proceeds received by the municipality for that month.

(c) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at a rate other than 2.5%, then the amount of the Pledged Revenue for that municipality for that month is identified in Schedule A attached to this Agreement.

Section 2-3. Changes in Law or Circumstances. The parties agree to negotiate in good faith to amend this agreement accordingly if any of the following occur:

(1) Due to State or federal law, administrative regulations, or referendum, the Town's or the City's ability to impose or receive Home Rule Sales Tax is materially altered; or

(2) There is a material decrease in the County's need for future Pledged Revenues for the expenses set forth in Section 3-2.

Section 2-4. Reduction in Tax Rate.

(a) The parties acknowledge that the County has incurred debt obligations in anticipation of receiving the Pledged Revenue under this agreement.

(b) If, for any reason other than those set forth in Section 2-3, the City or the Town reduces the rate of this Home Rule Sales Tax to a rate of 1.5% or less, then the parties agree to negotiate in good faith to amend this agreement for the purpose of providing funding to the County to assist in the repayment of the County's bond obligations incurred in reliance on this Agreement.

(c) The reduction of a rate under this Section does not relieve the City or Town from providing Pledged Revenues until the Net Tax Proceeds collected on the rate of 1.5% or lower are remitted to the City or Town.

(d) The City or Town will provide the County with advanced notice, as soon as practical, of any intention to reduce the Home Rule Sales Tax rate to an amount of 1.5% or less.

Section 2-5. No obligation to remit other tax proceeds. Nothing in this Agreement obligates the City or the Town to remit to the County any tax proceeds or any other moneys disbursed by IDOR or by the State other than the Home Rule Sales Tax.

Article 3. County Obligations

Section 3-1. Pledged Revenues maintained in separate fund.

(a) During the term of this agreement, the County shall maintain a fund, separate from its other funds, known as the County Special Mental Health and Public Safety Fund.

(b) The County must deposit the Pledged Revenue into the Fund and may not deposit any other monies from any source other than the Pledged Revenue into the Fund.

(c) The County may use monies from the Fund only for the purposes set forth in Section 3-2.

Section 3-2. Use of Pledged Revenues. The County may use the Pledged Revenue only for the following purposes:

(a) Debt service relating to expansion and renovation of the McLean County Law & Justice Center Detention Facilities.

(b) County Government criminal justice services related to expanded and renovated detention facility operations for behavioral health services.

(c) Community behavioral health initiatives, services and programs consistent with the McLean County Behavioral Health Action Plan, including provisions for an electronic integrated case-management system to be used by Town and City public-safety agencies.

Section 3-3. Budgeting of Pledged Revenues. The County shall budget the Pledged Revenue through its normal and customary budgeting process. During the process of budgeting the Pledged Revenue, the County shall seek the advice of the McLean County Behavior Heath Coordinating Council (MCBHCC) which is described in the McLean County Behavioral Health Action Plan. The Town and the City shall nominate one representative, each, to the MCBHCC. The McLean County Board agrees to appoint those nominated by the Town and the City to the MCBHCC.

Section 3-4. Reporting. During the term of the agreement, the County shall provide to the City and Town a financial report upon request and annually providing information on disbursements made from the County Special Mental Health and Public Safety Fund, including type of utilization as outlined in Article III and identification of funded initiatives as outlined in this Article.

Article 4. Default and Remedies

Section 4-1. Default by City or Town. Any of the following acts or omissions by the City or Town constitutes a default:

(a) Failure to remit pledged revenue to the McLean County Treasurer in accordance with the provisions of this Agreement.

(b) Any other failure on the part of the Town or City to comply with the terms of this Agreement.

Section 4-2. Default by County. Any of the following acts or omissions by the County constitutes a default:

(a) Use of Pledged Revenue for any purpose inconsistent with the terms and conditions of this Agreement.

(b) Any other failure on the part of the County to comply with the terms and conditions of this Agreement.

Section 4-3. Notice and opportunity to cure. Any party asserting a default against another party shall deliver written notice to that party of the nature of the alleged default and shall demand performance. The party asserting default may resort to the remedies under Section 4-4 if, within 45 days after the delivery of the default notice, the defaulting party has failed to cure the default in accordance with the demand set forth in the notice.

Section 4-4. Remedies. If, within 45 days after delivery of a default notice under Section 4-3, the defaulting party fails to cure the default in accordance with the demand for performance set forth in the notice, the demanding party, without further notice, may resort to any and all remedies available at law or in equity, including specific performance.

Article 5. General Provisions

Section 5-1. Amendment. This Agreement may be amended only by the mutual consent of all parties provide through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

Section 5-2. No Third-Party Beneficiaries. This Agreement is for the exclusive benefit and convenience of the parties hereto. No provision of this Agreement shall in any way inure to the benefit of any third person, including the public at large, so as to constitute any such person a

third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

Section 5-3. Assignability. The parties may not assign this agreement or any right or obligation thereunder without prior written consent of all the parties, which shall not be unreasonably withheld.

Section 5-4. Integration. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter.

Section 5-5. Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, that provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

Section 5-6. Applicable Law. This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

Section 5-7. Notices. All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid. Notices shall be delivered as follows or to any replacement parties as may from time to time be identified by written notice.

To the City:

City of Bloomington
Attention: City Manager
109 E. Olive Street
Bloomington, IL 61701

To the Town:

Town of Normal
Attention: City Manager
11 Uptown Circle
Normal, IL 61761

To the County:

McLean County
Attention: County Administrator
115 E. Washington Street, Suite 401
Bloomington, IL 61701

[Remainder of page intentionally blank]

The parties are signing this agreement as of the date set forth in the introductory clause.

City of Bloomington By: <u>Tami Perun</u> Mayor ATTEST: By: <u>Barry Raws</u> City Clerk	County of McLean By: <u>John McIntyre</u> County Board Chairman ATTEST: By: <u>Kathy Michael</u> County Clerk
Town of Normal By: <u>Christopher Koss</u> Mayor ATTEST: By: <u>Wendell J. Bygg</u> Town Clerk	

SCHEDULE A

Home Rule Sales Tax Rate	Amount of Pledged Revenue
1.50% or below 1.50%	To be determined
1.75%	14.28% of Net Tax Proceeds
2.00%	12.50% of Net Tax Proceeds
2.25%	11.11% of Net Tax Proceeds
2.50%	10% of Net Tax Proceeds
2.75%	9.09% of Net Tax Proceeds
3.00%	8.33% of Net Tax Proceeds
3.25%	7.69% of Net Tax Proceeds
3.50%	7.14% of Net Tax Proceeds
3.75%	6.66% of Net Tax Proceeds
4.00%	6.25% of Net Tax Proceeds
4.25%	5.88% of Net Tax Proceeds
4.50%	5.55% of Net Tax Proceeds
4.75%	5.26% of Net Tax Proceeds
5.00%	5.00% of Net Tax Proceeds
5.25%	4.76% of Net Tax Proceeds
5.50%	4.54% of Net Tax Proceeds
5.75%	4.34% of Net Tax Proceeds
6.00%	4.16% of Net Tax Proceeds

**AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND
THE TOWN OF NORMAL TO AMEND THE INTERGOVERNMENTAL REVENUE SHARING
AGREEMENT**

AMENDMENT #1

WHEREAS, the County of McLean ("County"), the City of Bloomington ("City"), and the Town of Normal ("Town") (collectively, the "Parties") entered into an Intergovernmental Revenue Sharing Agreement dated April 1, 2016 ("Agreement"), demonstrating their shared commitment to enhancing mental health and public safety services within the community; and

WHEREAS, the Agreement provided for the City and Town to dedicate a portion of their Home Rule Sales Tax revenues (the "Pledged Revenues") to support the County's efforts in addressing mental health needs and improving public safety infrastructure and services; and

WHEREAS, the Agreement has enabled significant progress, including the expansion of detention facilities, advancement of behavioral health initiatives, and the implementation of integrated case management systems; and

WHEREAS, evolving circumstances, such as new funding sources, grant awards, changes in sales tax revenues, and revisions to the McLean County Behavioral Health Action Plan, present an opportunity for the Parties to collaboratively reassess the Agreement to ensure its continued effectiveness; and

WHEREAS, consistent with Section 2-3 of the Intergovernmental Revenue Sharing Agreement, and in the interest of continued transparency and partnership, notice has been provided to the County regarding changes in circumstances impacting the Agreement; and

WHEREAS, the Parties acknowledge their shared responsibility to steward public resources wisely, recognizing both the progress achieved and the approximately \$20 million current balance in the County Special Mental Health and Public Safety Fund; and

WHEREAS, the Parties desire to amend the Agreement to provide for a temporary suspension of the obligations upon the City and the Town, as set forth in Section 2-1 of the Agreement, requiring the City and the Town to remit to the County the Pledged Revenues; and

WHEREAS, the Parties remain committed to maintaining essential mental health and public safety services, fostering transparency, and ensuring that intergovernmental collaboration continues to serve the best interests of all residents; and

WHEREAS, the Parties agree to engage in a collaborative, good faith renegotiation of the

Intergovernmental Revenue Sharing Agreement to reflect the evolving financial, operational, and community needs identified by all Parties, of which the shared objective is to ensure the Agreement remains effective, transparent, and aligned with the foundational goals of enhancing mental health and public safety for all residents of McLean County.

NOW THEREFORE the Parties, in consideration of the recitals which are incorporated herein, consent to amend the Agreement as follows:

- 1. Term.** This amendment to the Agreement shall become effective retroactive to July 1, 2025, after this amendment is executed by all Parties, but only following the adoption by each Party of an ordinance or resolution approving this amendment. The adoption by each Party of an ordinance or resolution approving this amendment shall be a condition precedent to the validity and enforceability of this amendment, in accordance with Section 5-1 of the Agreement.

The term of this amendment shall be for a period of not less than twelve (12) months, commencing on July 1, 2025.

- 2. Amendment.** The terms of the Agreement shall be amended as follows:

- a. Notwithstanding any provision of the Agreement to the contrary, the obligations of the City and the Town under Section 2-1 of the Agreement, as it relates to the remittance of the Pledged Revenues, shall be suspended for a period of time not less than twelve (12) months commencing on July 1, 2025; and
- b. That during the suspension period, the City and the Town shall have no obligation to pay the Pledged Revenues as would normally be required under Article 2 of the Agreement, and no default or breach shall be deemed to occur as a result of such nonpayment; and

- 3. Termination of Suspension Period.**

- a. That the suspension period shall last for a minimum of twelve (12) months. After this initial twelve-month period, the suspension may continue unless and until the County determines, in its reasonable discretion, that the remittance of the Pledged Revenues is necessary to meet a need related to the purpose of the Agreement. The County may terminate the suspension period at any time following the expiration of the initial twelve-month period by providing notice to the Parties, in a manner consistent with Section 5-7 of the Agreement, identifying the nature of the need and how it relates to the activities, obligations, or goals set forth in the Agreement. Notice of termination of the suspension period made by the County shall not be subject to dispute as long as it complies with this section.

- b. That upon notice of termination of the suspension period, the original terms, conditions, and obligations of the Agreement, including those obligations under Article 2, shall immediately resume in full force and effect. The City and the Town, on the next month immediately following the date that such notice of termination is received, shall recommence with the remittance of the Pledged Revenues in accordance with the Agreement as if no suspension had occurred.
- 4. Entire Amendment and No Waiver of Rights.** All terms, conditions, rights, and obligations of the Agreement, except those expressly amended herein, shall remain unchanged and in full force and effect during and following the suspension period.
- 5. Counterparts.** This amendment to the Agreement may be executed in counterparts.

[Remainder of page intentionally blank]

Signatures

City of Bloomington

By: _____

Mayor

Date: _____

Attest: _____

By: _____

City Clerk

County of McLean

By: _____

County Board Chair

Date: _____

Attest: _____

By: _____

County Clerk

Town of Normal

By: _____

Mayor

Date: _____

Attest: _____

By: _____

Town Clerk



REGULAR AGENDA ITEM NO. 9.C.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving Amendment #2 to the Intergovernmental Revenue Sharing Agreement Between the County of McLean, the City of Bloomington, and the Town of Normal, 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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In 2016, the City of Bloomington entered into an Intergovernmental Revenue Sharing Agreement with McLean County and the Town of Normal to support mental health and public safety initiatives. The Agreement dedicates a portion of the City's home rule sales tax to the County for these purposes.

Under the Agreement, pledged revenues are to be maintained in a separate fund by the County and used solely for:

1. Debt service related to the expansion and renovation of the McLean County Law & Justice Center detention facilities;
2. Criminal justice services related to the expanded detention facility operations and behavioral health services; and
3. Community behavioral health initiatives consistent with the McLean County Behavioral Health Action Plan, including provisions for an integrated electronic case-management system for public safety agencies.

As the Agreement reaches its midpoint, the parties have begun reviewing its implementation and discussing possible updates for the future. Amendment #2 authorizes the use of a portion of the dedicated funds to conduct an independent audit of the Mental Health and Public Safety Fund.

The audit will help all parties gain a clearer understanding of how funds have been used to date and offer insights to inform future planning, improve alignment with shared goals, and support continued intergovernmental collaboration.

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

FINANCIAL IMPACT: Amendment #2 authorizes the use of a portion of the Mental Health and Public Safety Fund to conduct an independent audit of expenditures to date. The cost of

the audit will be paid from the fund itself and not from the City's General Fund or other City resources.

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[ADM 2B Ordinance](#)

[ADM 2C Ordinance - Exhibit A - 2016 Shared Sales Tax IGA](#)

[ADM 2D Ordinance - Exhibit B - Amendment #2](#)

ORDINANCE NO. 2025-__

AN ORDINANCE APPROVING AMENDMENT #2 TO THE INTERGOVERNMENTAL REVENUE SHARING AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL

WHEREAS, the City of Bloomington (“City”), the County of McLean (“County”), and the Town of Normal (“Town”) entered into an Intergovernmental Revenue Sharing Agreement dated April 1, 2016 (“Agreement”), demonstrating their shared commitment to enhancing mental health and public safety services within the community (Exhibit A); and

WHEREAS, the Agreement has provided funding for major initiatives, including efforts to expand detention facilities, enhance behavioral health services, and case management systems; and

WHEREAS, the Parties remain committed to transparency and fiscal responsibility in the use of pledged sales tax revenues dedicated to mental health and public safety; and

WHEREAS, in furtherance of these shared goals, the Parties have negotiated and desire to approve Amendment #2 (Exhibit B) to the Agreement to allow for a one-time use of the pledged revenues to fund an independent audit of the Mental Health and Public Safety Fund; and

WHEREAS, the City Council of the City of Bloomington, Illinois, finds that approving Amendment #2 is in the best interest of the City and its residents.

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

SECTION 1. The above-stated recitals are incorporated herein by reference.

SECTION 2. Amendment #2 (Exhibit B) to the Intergovernmental Revenue Sharing Agreement between the County of McLean, the City of Bloomington, and the Town of Normal is hereby approved. The Mayor is authorized to execute said Amendment on behalf of the City, and the City Clerk is authorized to attest the same.

SECTION 3. This Ordinance shall be in full force and effect immediately after its passage and approval in the manner required by law.

SECTION 4. This Ordinance is adopted pursuant to the City of Bloomington’s home rule powers under Article VII, Section 6 of the Illinois Constitution.

SECTION 5. That this Ordinance shall be in full force and effect immediately after its passage and approval in the manner required by law.

SECTION 6. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 28TH day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

Dan Brady, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Intergovernmental Revenue Sharing Agreement

**Between the
County of McLean,
the City of Bloomington, and
The Town of Normal**

This agreement is dated April 1, 2016 and is between the COUNTY OF McLEAN ("County"), the CITY OF BLOOMINGTON ("City"), and the TOWN OF NORMAL ("Town").

WHEREAS, the United States Department of Justice, through a subdivision thereof known as the National Institute of Corrections evaluated the growing number of citizens from our community who suffer from mental illness who find themselves interacting with our community's criminal justice system; and

WHEREAS, the National Institute of Corrections issued two reports on the matter. The first, technical report No. 13J1032 titled *Options & Opportunities* on January 6, 2013, and the second, technical assistance report No. 13J1069 titled *Jail Mental Health Design and Programming* on July 23-26, 2013; and

WHEREAS, the aforementioned reports found that "publicly funded mental health facilities have closed permanently and/or access to outpatient treatment has been reduced to the point where many people have lost access to vitally needed services. As a result, many people suffering from mental illness are incarcerated for the first time and many others are re-incarcerated following stable community living"; and

WHEREAS, technical assistance report No. 13J1069 indicated that "jails have become the primary safety net for people suffering from mental illness. This further exacerbates community barriers causing mentally ill stigma by the added title 'criminal' to these already 'left-out' community members"; and

WHEREAS, the aforementioned reports found that the McLean County Adult Detention Facility ("MCDF") was not designed for nor is it adequately staffed to manage this growing population of mentally ill; and

WHEREAS, specific to our community, the U.S. Department of Justice found that the “current local community mental health delivery system is ineffective in significantly reducing suffering of its citizens or in reducing mentally ill involvement in the criminal justice system. It is clearly unable to provide timely or adequate levels of services to meet the needs of the community without significant changes and determined commitment among government officials and community leaders”; and

WHEREAS, acknowledging this great need of the community, and in an effort to protect and provided necessary services to our citizens, government officials and community leaders convened two interagency, public-private workgroups. These workgroups identified the long-term objective and necessity to “create a community-wide commitment to diversified funding for Mental Health Services”; and

WHEREAS, in an effort to meet that stated necessity, the Town of Normal, City of Bloomington and County of McLean endeavored to provide the funds necessary to achieve such a worthy long-term objective; and

WHEREAS, the Town of Normal and City of Bloomington are home rule units of government and, as such, Article 7, Section 6(a) of the Constitution of the State of Illinois of 1970 provides them the authority to “exercise any power and perform any function pertaining to its government and affairs including” the power “to tax”; and

WHEREAS, sections 8-11-1 and 8-11-5 of the Illinois Municipal Code allow the Town of Normal and the City of Bloomington to impose a Home Rule Retailer occupation Tax and a Home Rule Service Occupation Tax, respectively; and

WHEREAS, neither State statute nor the Illinois Constitution restricts the Town of Normal nor the City of Bloomington from pledging to share with the County a portion of tax revenue received under sections 8-11-1 or 8-11-5 of the Illinois Municipal Code; and

WHEREAS on September 8, 2015, the Town of Normal found that it is in the best interests of the health, safety, and welfare of the citizens of the Town of Normal to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental-health services; and

WHEREAS, the Town of Normal by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS on September 21, 2015, the City of Bloomington found that it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to increase the rate of its Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax to 2.5% beginning January 1, 2016 in part to help fund mental health services; and

WHEREAS, the City of Bloomington by ordinance dedicated 10% of its 2.5% Home Rule Retailer Occupation Tax and Home Rule Service Occupation Tax “to the County of McLean for purposes of mental health and public safety”; and

WHEREAS, the City of Bloomington is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The Town of Normal is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970. The County of McLean is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, units of local government have the authority to contract or otherwise associate among themselves to obtain or share services and exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act (found at 5 ILCS 220/1 *et seq.*), any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract; and

The parties agree as follows:

Article 1. Definitions, Purpose, and Term

Section 1-1. Definitions. As used in this agreement:

“City Rate Ordinance” means City Ordinance, No. 2105-62, passed on September 21, 2015

“Home Rule Sales Tax” means (i) for the Town, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Section 25.9-1 of the Municipal Code of the Town of Normal, 1969 and (ii) for the City, the home rule municipal retailers’ occupation tax and the home rule service occupation tax imposed under Chapter 39, Section 130 of the Bloomington City Code.

“IDOR” means the Illinois Department of Revenue.

“Net Tax Proceeds” means the Home Rule Sales Tax proceeds remitted to the Town or City by IDOR under Division 11 of Article 8 of the Illinois Municipal Code from its collection of the Town’s or City’s Sales Tax.

“Pledged Revenue” means the portion of the Net Tax Proceeds remitted to the County by the Town and by the City under Article 2 of this Agreement.

“Town Rate Ordinance” means Town Ordinance, No. 5596, passed on September 8, 2015

Section 1-2. Purpose and intent.

(a) The purpose and intent of this agreement is to memorialize the commitment that the City and Town have made to provide the County with revenues collected from the Town and City’s Home Rule Sales Tax for the County to use solely for the purposes of mental health and public safety. The amount of revenues provided to the County are specified in the City Rate Ordinance and the Town Rate Ordinance and set forth below.

(b) The County agrees to use these revenues exclusively for mental health and public safety purposes as more particularly described in Article III.

Section 1-3. Term. The term of this agreement begins on April 1, 2016 and continues through May 31, 2036.

Article 2. City and Town Obligations

Section 2-1. Payment of Pledged Revenues.

(a) Each month, the City and the Town will pay to the County the Pledged Revenue, as calculated under Section 2-2.

(b) The Pledged Revenue must be remitted within 30 days after the date that the City or the Town receives the Net Tax Proceeds from IDOR.

(c) The obligation of the City or the Town to begin to remit the Pledged Revenue begins on the first month that the City or the Town receives the Net Tax Proceeds from IDOR of Home

Rules Sales Taxes collected at the 2.5% rate. (The parties estimate that the City and the Town will receive these proceeds beginning in April of 2016.) The obligation of the City or the Town to remit the Pledged Revenue continues until that municipality has made a total of 240 monthly payments.

Section 2-2. Calculation of Pledged Revenues.

(a) The parties intend that the amount of the Pledged Revenue remain proportionate to the distribution to the County set forth in the City Rate Ordinance and in the Town Rate Ordinance, which is 10% of the Net Tax Proceeds collected at a rate of 2.5%.

(b) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at the tax rate of 2.5%, then the amount of the Pledged Revenue for that municipality for that month is 10% of the Net Tax Proceeds received by the municipality for that month.

(c) If, in any month, the Home Rule Sales Tax of the City or the Town is collected at a rate other than 2.5%, then the amount of the Pledged Revenue for that municipality for that month is identified in Schedule A attached to this Agreement.

Section 2-3. Changes in Law or Circumstances. The parties agree to negotiate in good faith to amend this agreement accordingly if any of the following occur:

(1) Due to State or federal law, administrative regulations, or referendum, the Town's or the City's ability to impose or receive Home Rule Sales Tax is materially altered; or

(2) There is a material decrease in the County's need for future Pledged Revenues for the expenses set forth in Section 3-2.

Section 2-4. Reduction in Tax Rate.

(a) The parties acknowledge that the County has incurred debt obligations in anticipation of receiving the Pledged Revenue under this agreement.

(b) If, for any reason other than those set forth in Section 2-3, the City or the Town reduces the rate of this Home Rule Sales Tax to a rate of 1.5% or less, then the parties agree to negotiate in good faith to amend this agreement for the purpose of providing funding to the County to assist in the repayment of the County's bond obligations incurred in reliance on this Agreement.

(c) The reduction of a rate under this Section does not relieve the City or Town from providing Pledged Revenues until the Net Tax Proceeds collected on the rate of 1.5% or lower are remitted to the City or Town.

(d) The City or Town will provide the County with advanced notice, as soon as practical, of any intention to reduce the Home Rule Sales Tax rate to an amount of 1.5% or less.

Section 2-5. No obligation to remit other tax proceeds. Nothing in this Agreement obligates the City or the Town to remit to the County any tax proceeds or any other moneys disbursed by IDOR or by the State other than the Home Rule Sales Tax.

Article 3. County Obligations

Section 3-1. Pledged Revenues maintained in separate fund.

(a) During the term of this agreement, the County shall maintain a fund, separate from its other funds, known as the County Special Mental Health and Public Safety Fund.

(b) The County must deposit the Pledged Revenue into the Fund and may not deposit any other monies from any source other than the Pledged Revenue into the Fund.

(c) The County may use monies from the Fund only for the purposes set forth in Section 3-2.

Section 3-2. Use of Pledged Revenues. The County may use the Pledged Revenue only for the following purposes:

(a) Debt service relating to expansion and renovation of the McLean County Law & Justice Center Detention Facilities.

(b) County Government criminal justice services related to expanded and renovated detention facility operations for behavioral health services.

(c) Community behavioral health initiatives, services and programs consistent with the McLean County Behavioral Health Action Plan, including provisions for an electronic integrated case-management system to be used by Town and City public-safety agencies.

Section 3-3. Budgeting of Pledged Revenues. The County shall budget the Pledged Revenue through its normal and customary budgeting process. During the process of budgeting the Pledged Revenue, the County shall seek the advice of the McLean County Behavior Heath Coordinating Council (MCBHCC) which is described in the McLean County Behavioral Health Action Plan. The Town and the City shall nominate one representative, each, to the MCBHCC. The McLean County Board agrees to appoint those nominated by the Town and the City to the MCBHCC.

Section 3-4. Reporting. During the term of the agreement, the County shall provide to the City and Town a financial report upon request and annually providing information on disbursements made from the County Special Mental Health and Public Safety Fund, including type of utilization as outlined in Article III and identification of funded initiatives as outlined in this Article.

Article 4. Default and Remedies

Section 4-1. Default by City or Town. Any of the following acts or omissions by the City or Town constitutes a default:

(a) Failure to remit pledged revenue to the McLean County Treasurer in accordance with the provisions of this Agreement.

(b) Any other failure on the part of the Town or City to comply with the terms of this Agreement.

Section 4-2. Default by County. Any of the following acts or omissions by the County constitutes a default:

(a) Use of Pledged Revenue for any purpose inconsistent with the terms and conditions of this Agreement.

(b) Any other failure on the part of the County to comply with the terms and conditions of this Agreement.

Section 4-3. Notice and opportunity to cure. Any party asserting a default against another party shall deliver written notice to that party of the nature of the alleged default and shall demand performance. The party asserting default may resort to the remedies under Section 4-4 if, within 45 days after the delivery of the default notice, the defaulting party has failed to cure the default in accordance with the demand set forth in the notice.

Section 4-4. Remedies. If, within 45 days after delivery of a default notice under Section 4-3, the defaulting party fails to cure the default in accordance with the demand for performance set forth in the notice, the demanding party, without further notice, may resort to any and all remedies available at law or in equity, including specific performance.

Article 5. General Provisions

Section 5-1. Amendment. This Agreement may be amended only by the mutual consent of all parties provide through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

Section 5-2. No Third-Party Beneficiaries. This Agreement is for the exclusive benefit and convenience of the parties hereto. No provision of this Agreement shall in any way inure to the benefit of any third person, including the public at large, so as to constitute any such person a

third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

Section 5-3. Assignability. The parties may not assign this agreement or any right or obligation thereunder without prior written consent of all the parties, which shall not be unreasonably withheld.

Section 5-4. Integration. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter.

Section 5-5. Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, that provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

Section 5-6. Applicable Law. This Agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

Section 5-7. Notices. All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid. Notices shall be delivered as follows or to any replacement parties as may from time to time be identified by written notice.

To the City:

City of Bloomington
Attention: City Manager
109 E. Olive Street
Bloomington, IL 61701

To the Town:

Town of Normal
Attention: City Manager
11 Uptown Circle
Normal, IL 61761

To the County:

McLean County
Attention: County Administrator
115 E. Washington Street, Suite 401
Bloomington, IL 61701

[Remainder of page intentionally blank]

The parties are signing this agreement as of the date set forth in the introductory clause.

City of Bloomington By: <u>Tami Perun</u> Mayor ATTEST: By: <u>Barry Raws</u> City Clerk	County of McLean By: <u>John McIntyre</u> County Board Chairman ATTEST: By: <u>Kathy Michael</u> County Clerk
Town of Normal By: <u>Christopher Koss</u> Mayor ATTEST: By: <u>Wendell J. Bygg</u> Town Clerk	

SCHEDULE A

Home Rule Sales Tax Rate	Amount of Pledged Revenue
1.50% or below 1.50%	To be determined
1.75%	14.28% of Net Tax Proceeds
2.00%	12.50% of Net Tax Proceeds
2.25%	11.11% of Net Tax Proceeds
2.50%	10% of Net Tax Proceeds
2.75%	9.09% of Net Tax Proceeds
3.00%	8.33% of Net Tax Proceeds
3.25%	7.69% of Net Tax Proceeds
3.50%	7.14% of Net Tax Proceeds
3.75%	6.66% of Net Tax Proceeds
4.00%	6.25% of Net Tax Proceeds
4.25%	5.88% of Net Tax Proceeds
4.50%	5.55% of Net Tax Proceeds
4.75%	5.26% of Net Tax Proceeds
5.00%	5.00% of Net Tax Proceeds
5.25%	4.76% of Net Tax Proceeds
5.50%	4.54% of Net Tax Proceeds
5.75%	4.34% of Net Tax Proceeds
6.00%	4.16% of Net Tax Proceeds

**AGREEMENT BETWEEN THE COUNTY OF MCLEAN, THE CITY OF BLOOMINGTON, AND
THE TOWN OF NORMAL TO AMEND THE INTERGOVERNMENTAL REVENUE SHARING
AGREEMENT**

AMENDMENT #2

WHEREAS, the County of McLean ("County"), the City of Bloomington ("City"), and the Town of Normal ("Town") (collectively, the "Parties") entered into an Intergovernmental Revenue Sharing Agreement dated April 1, 2016 ("Agreement"), demonstrating their shared commitment to enhancing mental health and public safety services within the community; and

WHEREAS, the Agreement provided for the City and Town to dedicate a portion of their Home Rule Sales Tax revenues (the "Pledged Revenues") to support the County's efforts in addressing mental health needs and improving public safety infrastructure and services; and

WHEREAS, the Agreement has enabled significant progress, including the expansion of detention facilities, advancement of behavioral health initiatives, and the implementation of integrated case management systems; and

WHEREAS, the Parties acknowledge their shared responsibility to steward public resources wisely, recognizing the need to maintain clear records and transparency regarding the uses of the Pledged Revenues; and

WHEREAS, the Parties remain committed to maintaining essential mental health and public safety services, fostering transparency, and ensuring that intergovernmental collaboration continues to serve the best interests of all residents; and

WHEREAS, the Parties maintain their commitment to negotiate in good faith to amend the Agreement in response to changes in circumstances as they may be further identified by the Parties throughout the life of the Agreement, in accordance with Section 2-3 of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to allow for a one-time use of the Pledged Revenues for the purpose of paying for an independent audit of the Mental Health and Public Safety Fund.

NOW THEREFORE the Parties, in consideration of the recitals which are incorporated herein, consent to amend the Agreement as follows:

- 1. Amendment.** Notwithstanding any terms of the Agreement to the contrary, Section 3-2 of the Agreement is hereby amended to allow the County to use the Pledged Revenues held in the Mental Health and Public Safety Fund to pay an independent auditing firm to conduct an audit of the Mental Health and Public Safety Fund, including but not limited to

the deposits, disbursements, and other expenditures and uses of the Pledged Revenues held in said fund.

2. **Limit.** This amendment to the Agreement is intended to permit a one-time expense: the purchase of the audit service specified herein. This amendment shall not permit the Pledged Revenues to be used for any purpose not stated under Section 3-2 of the Agreement, except for the one-time purchase of the audit service specified herein. This amendment to the Agreement shall not allow for more than \$50,000 of the Pledged Revenues to be used to pay for the audit service.
3. **Entire Amendment and No Waiver of Rights.** All terms, conditions, rights, and obligations of the Agreement, except those expressly amended herein, shall remain unchanged and in full force and effect.
4. **Counterparts.** This amendment to the Agreement may be executed in counterparts.

[Remainder of page intentionally blank]

Signatures

City of Bloomington

By: _____

Mayor

Date: _____

Attest: _____

By: _____

City Clerk

County of McLean

By: _____

County Board Chair

Date: _____

Attest: _____

By: _____

County Clerk

Town of Normal

By: _____

Mayor

Date: _____

Attest: _____

By: _____

Town Clerk



REGULAR AGENDA ITEM NO. 9.D.

FOR COUNCIL: July 28, 2025

WARD IMPACTED: Ward 6 and City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Addressing Temporary Parking Needs Including Authorizing the City Manager to Execute Short-Term Agreements for Temporary Parking, to Adjust Downtown Parking Rates, and to Temporarily Modify On-Street Parking Regulations, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities
Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: As the City advances transformative infrastructure investments, including the first phase of the Downtown Streetscape Plan, and prepares for the eventual closure of the aging Market Street Garage, temporary disruptions to parking access are expected. To ensure continued support for downtown businesses, residents, and visitors during this period of transition, this ordinance authorizes the City Manager to implement short-term, cost-effective parking solutions. These include executing temporary parking agreements, adjusting rates to account for inconvenience and encourage downtown activity, and modifying on-street time limits to improve turnover and access. The ordinance balances the need for flexibility with appropriate City Council oversight, helping the City remain responsive while promoting economic vibrancy and fiscal responsibility throughout the redevelopment process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown businesses

FINANCIAL IMPACT: Any costs associated with temporary parking solutions under this Ordinance are expected to be short-term and immaterial to the City's overall budget. This approach offers a more economically feasible alternative to investing hundreds of thousands of dollars into short-lived repairs, particularly at facilities like the Market Street Garage that are slated for closure.

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, City Manager

ATTACHMENTS:

[ADM 3B Ordinance](#)

ORDINANCE NO. 2025-__

AN ORDINANCE ADDRESSING TEMPORARY DOWNTOWN PARKING NEEDS, INCLUDING AUTHORIZING THE CITY MANAGER TO EXECUTE SHORT-TERM AGREEMENTS FOR TEMPORARY PARKING, TO ADJUST DOWNTOWN PARKING RATES, AND TO TEMPORARILY MODIFY ON-STREET PARKING REGULATIONS

WHEREAS, the City of Bloomington (“City”) owns and operates public parking facilities in support of the vibrancy, accessibility, and continued development of Downtown Bloomington; and

WHEREAS, the term “public parking” in Downtown Bloomington includes spaces available for general public use, as well as spaces rented or reserved by businesses, organizations, institutions, residents, and others to support commerce, access, and community activities; and

WHEREAS, the City is actively planning for temporary and long-term parking and mobility needs in conjunction with major infrastructure projects, including the Downtown Streetscape Plan, the condition of the Market Street Garage, and the eventual construction of a new Downtown Transfer Center; and

WHEREAS, the need for flexible, temporary parking solutions is anticipated to arise during construction, special events, or periods of increased demand; and

WHEREAS, the City Council finds it in the public interest to authorize the City Manager to respond promptly to such needs while preserving appropriate oversight mechanisms.

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

SECTION 1. The above-stated recitals are incorporated herein by reference as findings of the City Council.

SECTION 2. The City Manager is hereby authorized to negotiate and execute short-term agreements, defined as having a term of twenty-four (24) months or less, including leases, licenses, memoranda of understanding, or similar instruments, for the temporary use of real property in or around Downtown Bloomington for public parking purposes. These agreements shall be exempt from the City’s standard procurement requirements to the extent applicable, recognizing that they are not construction-related contracts and are necessitated by extenuating circumstances related to major infrastructure projects and the need for timely public access solutions. The City Manager is further authorized to take all necessary administrative actions to implement such agreements, including signage, striping, enforcement, and public communications.

SECTION 3. The City Manager is authorized to temporarily reduce or waive parking fees charged for City-owned or controlled parking locations in and around Downtown Bloomington. These adjustments may be made to account for construction-related inconvenience, promote accessibility, or support downtown business growth and sustainability. All such rate changes shall be reported to the City Council and shall not exceed twenty-four (24) months unless extended by Council approval.

SECTION 4. The City Manager is authorized to temporarily modify on-street parking time limits in and around Downtown Bloomington in response to construction, the condition of the Market Street Garage, and/or other temporary conditions affecting access or turnover. Any such modification under this Section shall be made by executive order and reported to the City Council. If a modification needs to continue for more than ninety (90) consecutive days, the City Manager shall present an ordinance to the City Council, prior to the end of the 90-day time, for formal approval and determination of duration. This authority is intended to allow timely and responsive action while maintaining Council oversight.

SECTION 5. This Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

SECTION 6. This Ordinance is enacted pursuant to the City's home rule powers as granted by Article VII, Section 6 of the Illinois Constitution of 1970.

PASSED this 28th day of July 2025.

APPROVED this ____ day of July 2025.

CITY OF BLOOMINGTON

ATTEST

Dan Brady, Mayor

Leslie Smith-Yocum, City Clerk



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

These are the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **Kieser Farms** (APPLICANT), in **case Z-04-25**, related to an **Annexation Agreement** and **Zoning Map Amendments**, from the County R-1 (Single Family Residential) District and A (Agriculture) District, to the A (Agricultural) District and R-3A (Multiple-Family Residence) District (REQUEST).

The request is related to the property: 502 Lutz Road, PIN: 21-20-200-003 (PROPERTY).

After proper notice was given, as required by law, the COMMISSION held a public hearing on the REQUEST, on **July 2, 2025**, and hereby reports their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING ZONING MAP AMENDMENTS:

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the current County R-1 (Single-Family Residential) District are oriented to low-density single-family dwelling use and to allow certain public facilities. “Generally, single-family dwellings, parks, educational and religious uses are permitted” (§ 350-36B), however these uses all require more access to public infrastructure than is currently available to Tracts A & C, or is planned to be provided in the near future, due to the extended distance and expense of installation. For the foreseeable future, uses that do not require public water or sewer will be the highest and best use of the property south of Tract B, as access to water and sewer infrastructure would require significant investment on the part of the City or Property Owner. The portion of the property already zoned County A (Agriculture) is proposed for A (Agricultural) zoning in the City, translating appropriately for the suitability of uses for that part of the property. Tract B, on the other hand, already has easy access to public water and sewer, as well as direct access to a City Collector street, making the uses permitted in R-1 zoning less intensive than the use(s) that could be reasonably supported and appropriate for this portion of the property.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

Most of this property has never been developed and is currently vacant. Tract B currently holds a 100+ year-old single-family dwelling with detached garage and outbuildings. Meanwhile, other properties in this section of the City—bounded by W. Hamilton Rd., S. Morris Ave., Lutz Rd., and I-55—have experienced ongoing development in areas where public infrastructure and appropriate transportation access is available. The larger section of the property has been effectively used as cropland, but may be somewhat less desirable than comparably sized pieces elsewhere, as it is bisected (north-south) by an intermittent stream and two additional classified (1st and 2nd order waterways), in addition to an approximately 40-ft drop in elevation from the north end to south end of the property. See also the discussion of “Compliance with the Comprehensive Plan” in the prior portion of this report.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Physically, the subject property would be appropriate for many uses permissible in the City’s

Zoning Code except large-scale single-building development that could not be accommodated by the existing natural resources and/or topography. However, the present lack of infrastructure access makes the current development of most uses financially infeasible, or at least financially impractical. The northeast corner can be reasonably developed with any use resulting in a low-to-moderate traffic count (residential, specialty retail, office, etc.) in the near future, but does front directly on two larger streets, making the least intensive developed uses (parks, single-family residential, etc.) less practical.

4. The existing land uses and zoning of nearby property.

The adjacent properties are zoned County R-1 (Single-Family Residential) District, City P-2 (Public Lands and Institutions) District, City R-2 (Mixed Residence) District, and R-1C (Single-Family Residence) District. Uses include cropland, a public golf course, an electrical substation, multiple-family residences, and single-family residences. The entire eastern side of the property is bordered by right-of-way, with only a narrow strip of undevelopable remainder property between the southern border of the property and I-74.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

Financially feasible development on the southern ~80% of this parcel—for the foreseeable future—will be only of uses that are not reliant upon the provision of public utilities and improved roadways. The relative gain for the owner from the downzoning to the A (Agriculture) District is real; the relative hardship to the public will be minimal, if realized, and the impact is potentially protective of public finance given the current service condition of surrounding properties. Extension of public utilities to serve this parcel for residential development (as intended under the current zoning classification) would be unreasonably burdensome for the property owner and result in public ownership and maintenance of large sections of water and sewer main, for the small number of dwelling units that could be supported by the existing and planned transportation infrastructure. Reclassification of this parcel paves the way for beneficial improvement of the property without encouraging forms of development that would necessitate public infrastructure in advance of need from properties that are more proximate to exiting connections.

Development of the northern 5 acres (Tract B) is feasible today, or soon, and the gain for the property owner is real. The gain to the public from the rezoning and redevelopment of this property is also real. Lutz Road is designed as a future 3-lane Collector, with a DHV of at least 495. Today, the road is 2 lane road with a County section profile (no curb) on the south. Annexation, zoning, and redevelopment of this area would trigger dedication of the additional right of way needed for long term improvement of the road and would not significantly impact the current traffic level (as compared to design plan) which is only 200 AADT with a PASER Rating of 8. Residents have reported frequent problems with roll-throughs and activity attributable to a general driver lack of attention at this intersection, causing a concern for accidents that has been expressed during public hearings related to other projects in this area; these issues are common for intersections that people perceive as “low risk” (local roads deep in subdivisions, country roads with very low traffic, etc.). The development of urban uses on both sides of the road may provide visual cues (optical narrowing) for the street design, helping to guide driver behavior and reduce the issues of concern expressed by residents.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

This property is at the southwest corner of a City Arterial road (S. Morris Ave.) and City Collector

road (Lutz), with access to both. Not only are adequate streets connected to support the development of Tract B, but well-planned development of this piece of property is needed to permit access to those streets by other future developments to the south and west. This property represents a key strategic piece in the future primary road network in this area.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

Stormwater management for development of the subject property will be managed according to the City's Manual of Practice, requiring onsite management and maintenance of the post-development condition is no worse than pre-development condition.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

Nearby properties are served by Bloomington fire and police protection and plans for development of the property will require site and permitting reviews that will include review for appropriate fire prevention measures. The property will be annexed to Bloomington-Normal Water Reclamation District and is already part of the Unit 5 School District. For tracts A & C, water and sewer facilities are not immediately available to support intensive urban uses, hence the proposed downzoning of the subject property to the A (Agriculture) District. Tract B can already be easily serviced by all public services and utilities necessary for urban development and sustain a more intensive zoning classification than the current assignment.

9. The extent to which property values are diminished by the restrictions of the proposed zoning.

Property values are unlikely to be diminished by the proposed Map Amendment for Tracts A & C. The use of the property has been agricultural, adjacent to other agricultural uses, and many of the higher-intensity residential uses pondered by the current County zoning are not attainable given infrastructure constraints. Classification at the least intensive zoning district, upon annexation, is appropriate. The Map Amendment to R-3A for Tract B is unlikely to have a significant impact due to the scale of the tract and the existing multi-family use across the street, which is similar in character to the kinds of uses that may be implemented in the R-3A district.

10. Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.

The proposed Annexation and Map Amendment contribute to the following Goals and Objectives:

- Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington; and,
- Goal NE-3 (Reduce environmental pollutants), Objective NE-3.1 (Identify and reduce air pollutants), Policy NE-3.1a (Work to attract and provide incentives for wind, solar, geothermal, biofuel, and other types of renewable energy development); and
- Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core); and,
- Goal UEW-2 (Promote and facilitate energy conservation and alternate energy generation and resources), Objective UEW-2.2 (Ensure at least 25% of energy use comes from renewable energy sources); and
- Goal CF-1 (Continue to provide quality public facilities and services), Objectives CF-1.1 (Provide adequate City services for current and new annexations) and CF-1.4 (Focus

resources on maintaining and developing facilities that support the goal of contiguous and compact growth).

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

11. Whether the City needs more of the types of uses allowed in the proposed district.

Low-intensity interim uses—like agriculture, solar energy conversion, forestry, and accessory open space—are appropriate ways to increase the use and value of properties that are strategic to the facilitation of appropriate development on other incorporated or contiguous properties like Tracts A & C. The City is seeking additional housing so the creation of additional residentially zoned property is in line with the needs of the City. The few lower intensity commercial uses approved for the R-3A (Sports & Fitness Establishments, Community Center) would be supportive of the neighborhood and not significantly generate traffic from outside the area.

STANDARDS FOR REVIEW OF ANNEXATION AGREEMENTS:

(a) To conserve and protect the taxable value of land and structures;

Standards five (5) and nine (9) for approval of Zoning Map Amendments speak to this purpose. Incorporation of property to be improved will increase the local tax base. The “pocket” of land between Hamilton/Morris/I-74/I-55 is comprised of a variety of properties and owners with potential for urban development in the future, but the constrained nature of this area means that the provision of utilities and infrastructure must be carefully considered to make the best use of public and private resources. Development of the property with an appropriate interim use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered.

(b) To protect the air, water and land resources within the City from the hazards of pollution and misuse;

Standards three (3) and eight (8) for approval of Zoning Map Amendments speaks to this purpose. Compliance with the City Code, once annexed, will be generally protective from the hazards of pollution and misuse. The Agreement states normal public hearing and permitting processes shall be followed for future processes.

(c) To protect land and structures from natural hazards; including flooding and erosion;

Standard seven (7) for approval of Zoning Map Amendments speaks to this purpose. Incorporation and development of this property, when in compliance with the Manual of Practice, per expectation and requirement, will address onsite and localized flooding issues.

(d) To preserve and protect historic locations, structures and groups of structures;

Most of this property is unimproved, but under the City Code the existing structure(s) would be evaluated for historic value and integrity prior to the issuance of any demolition order.

(e) To preserve and protect and encourage the development of structures, groups of structures and neighborhoods of distinctive architectural character and appearance;

Standard four (4) for approval of Zoning Map Amendments speaks to this purpose. Development that would result in neighborhoods is not pondered at this time. Redevelopment of Tract B would require compliance with the Zoning Code, including any design, bulk, and site requirements.

(f) To provide for the orderly and functional arrangement of land uses and structures;

Standard two (2) for approval of Zoning Map Amendments speaks to this purpose. Development of the property with an appropriate interim use inside City limits, which requires coordination with City planning and engineering operations, will help to ensure larger future planning efforts in this area are considered. Redevelopment of Tract B would require compliance with the Zoning Code, including those for connectivity, bulk and site requirements related to other properties and uses, the development of a site grading plan, and public water/sewer main extensions.

(g) To establish standards for the orderly development or redevelopment of geographic areas within the City;

The Agreement does not exempt the subject property or Property Owner from any of the established standards for planning and development within the City; it specifies that future subdivision and development of the Premises shall be by applicable governing Codes at that time, which should result in orderly development or redevelopment of the area.

(h) To secure for the public locations for housing, employment, shopping, education and recreation that are adequate in terms of health, safety, convenience and number;

Standards six (6) and 11 for approval of Zoning Map Amendments speak to this purpose. This Agreement and Annexation will facilitate interim improvement on a property that is strategically located for determining the development pattern and potential for other properties in the area, as well as the opportunity for the redevelopment of an older single-family property into a use more appropriate for the location, as related to the current characteristics of the property.

(i) To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;

Standard eight (8) for approval of Zoning Map Amendments speaks to this purpose. This Agreement does not exempt tap-on fees, substandard road fees, and parkland dedication that help to pay the City back for prior expenditures on the development of existing water, sewer, roads, and parkland infrastructure. Instead, it defers calculation and obligation until a more permanent development and infrastructure plan is in place; normal operating procedure would be expected at that time. The Applicant would be expected to be responsible for the construction and cost of infrastructure for development on the subject property. In addition, the right of way needed for the future improvement of S. Morris Avenue is secured in this Agreement, and provisions are made for the dedication of a secondary east-west road to provide access to the properties to the west which are otherwise limited in accessibility and development potential.

(j) To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;

Standard one (1) for approval of Zoning Map Amendments speaks to this purpose.

(k) To permit public involvement in the planning of private land uses which have the potential for significant impact on the use and enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and

Approval of the Agreement and Zoning Map Amendment after public hearings and Council review would be the result of a fair, equitable, and orderly public review and participation process.

(l) To promote the Official Comprehensive Plan adopted by the City of Bloomington.

Standard 10 for approval of Zoning Map Amendments speaks to this purpose.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest and not solely for the benefit of the APPLICANT.

Therefore, this COMMISSION recommends that the REQUEST for approval of an Annexation Agreement and Zoning Map Amendments to the A (Agricultural) District and R-3A (Multiple-Family Residence) District, for the PROPERTY described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 6-0-0

AYES: Beyer, Boyd, Muehleck, Peradotti, Sochotsky, Mosley

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

7/9/2025 | 12:36 PM CDT

Date



FINDINGS OF FACT AND RECOMMENDATION OF THE CITY OF BLOOMINGTON PLANNING COMMISSION

These are the findings of fact and the recommendation of the City of Bloomington Planning Commission (COMMISSION) concerning a request from **Mark Rudicil** (APPLICANT), in **case Z-06-25**, related to **Zoning Map Amendment** from the B-1 (General Commercial) District to the R-2 (Mixed Residence) District (REQUEST).

The request is related to the property: 804 N. Clinton St., PIN: 21-04-232-013 (PROPERTY).

After proper notice was given, as required by law, the COMMISSION held a public hearing on the REQUEST, on **July 2, 2025**, and hereby reports their findings of fact and recommendation as follows:

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this COMMISSION makes the following analysis of the standards contained in The Code of the City of Bloomington, Illinois, 1960, regarding the recommendation by the COMMISSION as to whether the City Council should grant or deny the REQUEST of the APPLICANT.

STANDARDS FOR RECOMMENDING ZONING MAP AMENDMENTS:

1. **The suitability of the subject PROPERTY for uses authorized by the existing zoning.** This standard is met. The existing commercial zoning of the property presents limited opportunities for the Applicant due to the size of the tenant space and availability of parking. The site is constricted and is more suitable for residential use.
2. **The length of time the PROPERTY has remained vacant as zoned considered in the context of land development in the area.** This standard is met. The property has been vacant as a commercial building for over one year. Other commercial zoned properties in the direct area include a multi-tenant office space south of the property and another partially vacated multi-tenant building across Clinton Street. The higher vacancy rate would seem to indicate that this area is not currently as attractive to commercial users.
3. **The suitability of the subject PROPERTY for uses authorized by the proposed zoning.** This standard is met. The subject property would be appropriate for most uses permitted in the R-2 District and could be appropriate for the proposed Accessory Dwelling Unit if other requirements can be met.
4. **The existing land uses and zoning of nearby property.** This standard is met. The property is generally surrounded by single-family and multi-family residential properties with commercial to the south. The property was once included as part of the residential property to the north; when it was changed to commercial zoning the designation created an inconsistent boundary between the zoning districts. The existing zoning of this property could be considered an example of "spot-zoning" on an otherwise residential block.

5. **Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.** This standard is met. The relative gain for the Owner and the community from the Map Amendment is positive as the Applicant would be restoring a vacant building to an active use that would create a beneficial impact to the surrounding area, with a residential rather than commercial use.
6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. The existing street network adequately serves the subject property. Vehicle access is provided via an existing curb cut along Clinton Street and would continue to function this way for an updated residential use or be altered to access via the alley as part of the single-family property accessing off Chestnut.
7. **The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. Interior updates would be required to convert the building to residential. Stormwater management on the subject property will continue to be managed according to the City's Manual of Practice, if any exterior changes are contemplated in the future. Drainage patterns are not expected to change.
8. **The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. Adequate services are already available to the property, but it is unclear exactly how the existing building is connected to water and sewer service. The Applicant would need to ensure that water and sewer items meet current code requirements as part of any effort to reoccupy the vacant structure.
9. **The extent to which property values are diminished by the restrictions of the proposed zoning.** This standard is met. Property values are unlikely to be diminished by the Map Amendment. Increasing zoning consistency for existing uses is typically stabilizing, and this proposal results in the creation of a conforming lot, assigned to a single zoning district.
10. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.** This standard is met. The 2035 Comprehensive Plan's Future Land Use Map identifies this area as Neighborhood Commercial. This is likely due to the practice of maintaining existing zoning and uses for areas not considered emerging or expected to change. Due to the unique nature of this property and the history regarding the original residential use and wishing to restore it to residential, it would seem acceptable to recommend against commercial continuation. The Land Use Priorities Map does not identify this property.

11. Whether the City needs more of the types of uses allowed in the proposed district. This standard is met. The City is in need of additional housing options and the Applicant would essentially be restoring the property to its original size and use function.

After considering all the evidence and testimony presented, this COMMISSION finds that the REQUEST is in the public interest and not solely for the benefit of the APPLICANT.

Therefore, this COMMISSION recommends that the REQUEST for a Zoning Map Amendment to the R-2 (Mixed Residence) District, for the PROPERTY described above, be granted by the Bloomington City Council.

ROLL CALL VOTE: 6-0-0

AYES: Beyer, Boyd, Muehleck, Peradotti, Sochotsky, Mosley

NAYS: None

ABSTENTIONS: None

Respectfully submitted by the City of Bloomington Planning Commission.



Justin Boyd, Chair

7/21/2025 | 9:10 AM CDT

Date