

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
OCTOBER 23, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC HEARING

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

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, OCTOBER 23, 2023, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation for National Apprenticeship Week, as requested by the Administration Department. (*Recommended Motion: None; Recognition only.*)
 - B. Recognition of a Board and Commission Appointments, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
6. Public Hearing
 - A. Public Hearing on an Annexation Agreement with Carl and Sara Muller, for the Property at 1420 Six Points Road, PIN: 21-17-126-001, as requested by the Economic & Community Development Department. (*Recommended Motion: None; Presentation and Public Hearing Only.*) (*Presentation by Kelly Pfeifer, Assistant Economic & Community Development Director; and Carl Muller, Property Owner, 5 minutes; and City Council Discussion, N/A.*)
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 to Approve Bills and Payroll, in the Amount of \$13,492,974.08, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
 - B. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. (*Recommended Motion: The*

proposed Appointments be approved.)

- C. Consideration and Action on Approving the Purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, in an Amount not to Exceed \$200,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)
- D. Consideration and Action to (1) Authorize the Rejection of Bid #2024-08 for Prairie Vista Golf Course Carts; and (2) Approve the Agreement with TNT Golf Car and Motorsports, for 60 Golf Carts for Prairie Vista Golf Course, in the Amount of \$263,720 (Re-Bid #2024-17), as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Bid Rejection and Purchase be approved.)
- E. Consideration and Action to Approve an Agreement Extension with Evergreen FS for Fuel for the City's Vehicles and Equipment, from November 1, 2023, through October 31, 2024, in the Amount of \$887,655 for the First Six-month Period, and a Still to be Determined Amount Utilizing Fiscal Year 2025 Budgeted Funds for the Second Six-month Period of the Term, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Agreement Extension be approved.)
- F. Consideration and Action on Approving an Agreement with Premier Roofing Design, d/b/a Top Roofing, for the Replacement of the Clubhouse Roof at The Den at Fox Creek Golf Course (Bid #2024-11), in the Amount of \$60,000, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Agreement be approved.)
- G. Consideration and Action on Approving a Contract with Amereco, Inc., (RFP 2024-18), for Lead-Based Paint Inspector/Risk Assessor Services on an "As Needed" and unit price basis for a One-Year Term with Three One-Year Options Based Upon Acceptable Performance as determined by the Economic & Community Development Grant Manager, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Contract be approved.)
- H. Consideration and Action on Approving a Risk Management/Insurance Brokerage Services Contract with Gallagher for a set three (3) year period in the amount of \$39,000 annually, for a cost of \$117,000, with the option to renew for two (2) additional one-year terms with City Manager approval for a cost of \$40,170 and \$41,375 for a potential total five (5) year cost of \$198,545, as requested by the Human Resources Department. (Recommended Motion: The proposed Contract be approved.)
- I. Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority Strong Communities Program, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)
- J. Consideration and Action to Approve an Ordinance Authorizing a Construction Agreement with Wilcox Electric & Service, Inc., for the Police Department Uninterruptible Power Supply Replacement Project (Bid #2024-13), in the Amount

of \$163,295, as requested by the Department of Operations & Engineering Services and the Police Department. *(Recommended Motion: The proposed Ordinance be approved.)*

- K. Consideration and Action on an Ordinance Approving the Final Plat of 2200 Enterprise Drive, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Sales & Service in the B-1 (General Commercial) District, for the Property Located at 415 Detroit Drive, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on an Ordinance Approving an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista, for Property Generally Located at the Northwest Corner of Lutz Road and S. Morris Avenue, Consisting of Approximately 12.15 Acres (PIN: 21-17-451-005), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Mandatory Certifications for the Fire Department, as requested by the Fire Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- O. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 35 Regarding the Composition of the Bloomington Police Department, as requested by the Police Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- P. Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Composition of the Bloomington Fire Department, as requested by the Fire Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- Q. Consideration and Action on an Application from Gracies Fonda, located at 903 W. Wood St., Requesting the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The Application be approved and the permit for a license be issued with the condition that all sales of alcohol cease daily at 10:30 P.M.)*

9. Regular Agenda

- A. Consideration and Action on a Resolution Authorizing an Annexation Agreement with Carl and Sara Muller for the Property at 1420 Six Points Road, PIN: 21-17-126-001, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Kelly Pfeifer, Assistant Economic & Community Development Director, 5 minutes; and City Council Discussion, 10 minutes.)*
- B. Consideration and Action on an Ordinance Annexing the Property at 1420 Six Points

Road and Approving a Zoning Map Amendment for Said Property to the R-1B (Single-Family Residential) District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Kelly Pfeifer, Assistant Economic & Community Development Director, 5 minutes; and City Council Discussion, 10 minutes.)*

- C. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 6, Deleting Chapter 11, and Amending the Schedule of Fees in Chapter 1 Pertaining to Licenses and Permits Administered by the City Clerk Department, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be Approved.) (Presentation by Leslie Yocum, City Clerk, 10 minutes; and City Council Discussion, 10 minutes.)*

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for National Apprenticeship Week, as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Proclamation](#)



Mayoral Proclamation
National Apprenticeship Week
November 13-19, 2023

WHEREAS, registered apprenticeships are vital components of talent development in many high demand and high growth sectors and are recognized as critical postsecondary education training ground for future employment; and,

WHEREAS, the United States has pledged major resources to support apprenticeship in an effort to boost vocational education, workforce training, and job creation. The apprenticeship programs help enhance economic vitality and create a stronger economic environment by producing highly skilled and competitive workers; and,

WHEREAS, the City of Bloomington recognizes the strength and leadership displayed by apprentices. This results from the dedication and generosity of sponsors and participating employers who provide meaningful educational opportunities through on- the-job learning and related technical and theoretical instruction, which serves to enhance the economic vitality of Bloomington; and,

WHEREAS, on November 13-19, 2023, National Apprenticeship Week will commence in Bloomington. The City of Bloomington commends and appreciates all those involved in this worthwhile endeavor, as the positive impact apprenticeships have on individuals and businesses will help to improve Bloomington's workforce and grow our economy.

NOW THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby proclaim **November 13-19, 2023, as National Apprentice Week** in the City of Bloomington.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included reappointment is representative of City Council's approval from the October 9, 2023 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B Recognition of Appointments](#)



Appointments

Special Commission for Safe Communities:

- John Scott Denton
- Elizabeth German
- Timothy Harris
- Aron Klein



Appointments

Special Commission for Safe Communities:

- **Cathy Lust**
- **Kaitlyn Selman**
- **Jay Shannon**



Appointments

Japanese Sister City Committee:

• Sarah Adelman



PUBLIC HEARING ITEM NO. 6.A.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: Ward 1 and Ward 2

SUBJECT: Public Hearing on an Annexation Agreement with Carl and Sara Muller, for the Property at 1420 Six Points Road, PIN: 21-17-126-001, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; Presentation and Public Hearing Only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Carl Müller and Sara Müller have submitted a request for approval of an Annexation Agreement for an approximately 1.5-acre already improved property, commonly known as 1420 Six Points Road. Upon Annexation, all acreage is to be zoned R-1B (Single-Family Residence) District.

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. 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:

- Incorporate the property for access to City water for the existing single-family dwelling.
- R-1 (Single-Family Residential) District (County) to R-1B (Single-Family Residence) District (City).
- The property owner is responsible for the cost of the water infrastructure construction from the public main to the service area and tap-on fees to the public main.
- Fee-in-lieu for parkland dedication and substandard roadway improvements are accounted for.
- No waivers or incentives are provided as part of this Agreement.

On Wednesday, October 4, 2023, the Planning Commission held a public hearing and voted 9-0-0 to recommend approval of the Annexation Agreement and Zoning Map Amendment, with a change from the originally proposed R-1A (Single-Family Residence) District to R-1B (Single-Family Residence) District, which is more consistent with the character of development in the area and would not result in the creation of a non-conforming property. The Planning Commission's recommended change, as well as Staff's recommendation, is

reflected in the Agreement draft that is attached for consideration and hearing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice was published in *The Pantagraph* on Thursday, August 10, 2023. Courtesy notices were mailed to 67 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District. Notice of the October 4 Planning Commission Hearing was published in *The Pantagraph* on Monday, September 11, 2023.

The Applicant provided notice of this public hearing before the City Council, by Certified Mail, to the following parties on October 12, 2023: Bloomington Township Fire Protection District, McLean County Unit 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, and Bloomington-Normal Water Reclamation District.

Additionally, the notice for this public hearing at City Council was published in *The Pantagraph* on Sunday, October 8, 2023.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will allow for continued beneficial use, and incorporation, of a Tier 1 improved property adding to the City's tax base. The Applicant will be responsible for the construction cost of the infrastructure associated with water and/or eventual sewer tap-on. Parkland Dedication obligations will be provided through a fee-in-lieu payment. Tap-on fees and substandard road fees have been incorporated into the Agreement as well.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: 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); Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), Objective H-1.1b (Provide supporting infrastructure for housing such as roads, sanitary sewer facilities, park and trails), and Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment); Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), Objective UEW-1.5c (Upgrade and maintain the water supply, storage and distribution system).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 1B Z-12-23 Annexation Agreement with PC Changes Included, Signed](#)
[E&CD 1C Proof of Legal Notice in The Pantagraph](#)
[E&CD 1D Affidavit and Proof of Service of Mailing](#)

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Carl Müller and Sara Müller, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City. **Owner shall refer to Carl Müller and Sara Müller, their successors, or assigns.**

WHEREAS, Owner is the owner of approximately one-and-one-half (1.5) acres less public right-of-way, with frontage on Six Points Road and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”), **commonly known as 1420 Six Points Road**; and

WHEREAS, Owner has submitted an Annexation Plat for Muller’s Addition to the City of Bloomington, attached hereto as Exhibit “B” (hereinafter “Annexation Plat”); and

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

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

WHEREAS, the Owner is desirous of having said premises zoned R-1B (Single-Family Residence) District, upon annexation to the City **(all Lots referenced shall include any subdivisions thereof)**; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

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

1. ANNEXATION PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit “A” to the City’s corporate limits, no later than 30 days after approval and execution of this Annexation Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Premises, including specifically, public hearings on this annexation agreement and the rezoning provided for in this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit “A.”

3. ZONING.

City agrees to rezone the Premises, upon annexation, legally described on Exhibit “A” to R-1B (Single-Family Residence) District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

A. Six Points Road.

- (1) Owner shall dedicate the portion of the property within 29.5 feet of the Section Line to the north of the property, for use as public Right-Of Way for the future street widening of Six Points Road. Owner shall prepare and submit the Right-of-Way Plat in accordance with City code. Document submittal shall occur before an Annexation Plat may be recorded and shall be recorded concurrently with such.
- (2) At the completion of the road being modified to City Minor Arterial street standards, the Owner 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' wide minor street section. Said fee is currently \$175 per foot (1/2 of \$350 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 roadway completion.

B. Water.

- (1) The Owner may tap the public water main on the north side of Six Points Road.
- (2) The premises shall be required to connect to the City's water mains within 12 months of execution of this Annexation Agreement.
- (3) The Owner shall be responsible for payment of tap-on fees of \$3,690.00 prior to connection. This fee has been calculated through October 2023 and will be held through December 31, 2023. If payment is made after December 31, 2023, the fee shall be recalculated based on a rate of 6% simple interest or the CPI, whichever is lower at the time of payment.

C. Sanitary Sewer. Owner, at Owner's election, may either:

- (1) At Owner's expense, extend the public sewer approximately 400' east along Six Points Road from the existing sanitary sewer manhole located at the intersection of Six Points Road and Woodhavens Drive, and tap a

service from the extended sewer. The City agrees to pay for oversizing of the public sewer, if any, within 30 days of completion.

- (2) Tap and use any future sanitary sewer main extension that results in the availability of access adjacent to the Property.
- (3) If and when either option is selected, the Owner shall be responsible for payment of tap-on fees prior to connection to a sanitary sewer main.

D. **Parkland Dedication.** Owner agrees to pay a fee of \$682.81 in lieu of parkland dedication pursuant to City Code.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owners 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.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois ("City"):
City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To Carl Müller and Sara Müller ("Owner"):



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. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. 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.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Authority to Execute. The City hereby warrants and represents to the Owners that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent to the City (i) that they are the record and beneficial owners 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 Owners will (a) result in a breach or default under any agreement to which the Owners are 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 Owners or the Property is subject.
- M. 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 Owners agree 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.

- N. 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 Owners.
- O. Recording. After the Owners have 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.
- P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2023, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNERS:

Carl Müller
Carl Müller, Property Owner

Sara Müller
Sara Müller, Property Owner

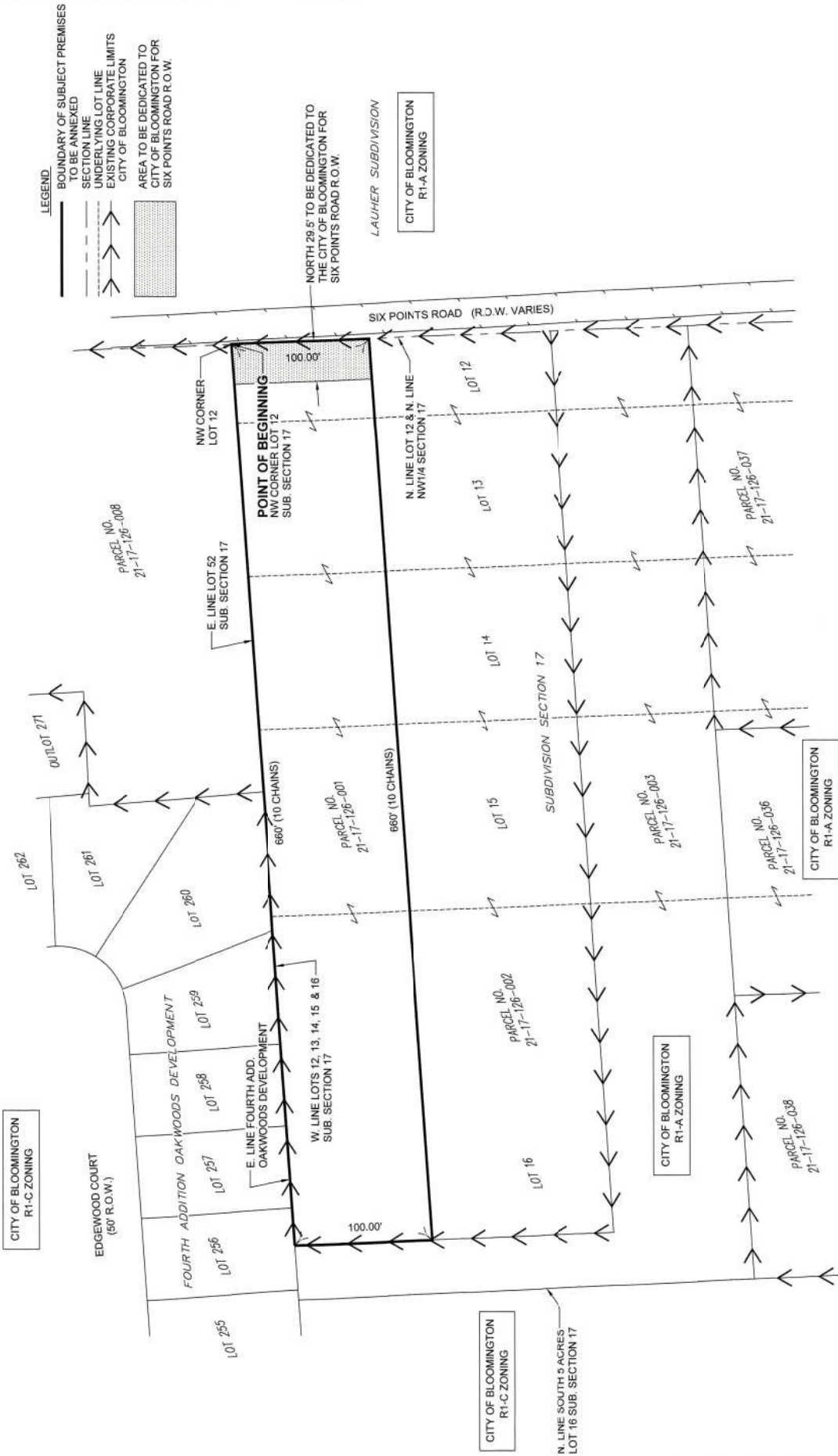
**EXHIBIT A
LEGAL DESCRIPTION**

A PART OF LOTS 12,13,14, 15 AND 16 IN THE SUBDIVISION OF SECTION 17,
TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN,
AS PER PLAT RECORDED IN BOOK 37 OF DEEDS, ON PAGE 92 AND 93,
DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF
SAID LOT 12; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 12, 10
CHAINS; THENCE EAST 100 FEET; THENCE NORTH PARALLEL WITH SAID
WEST LINE 10 CHAINS; THENCE WEST TO THE PLACE OF BEGINNING, IN
MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001
ADDRESS: 1420 SIX POINTS ROAD

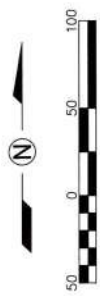
EXHIBIT B - ANNEXATION PLAT

PART OF LOTS 12, 13, 14, 15, & 16 IN THE SUBDIVISION OF SECTION 17, T.23N., R.2E., 3P.M., MCLEAN COUNTY, ILLINOIS



LEGEND

- BOUNDARY OF SUBJECT PREMISES TO BE ANNEXED
- UNDERLYING LOT LINE
- EXISTING CORPORATE LIMITS CITY OF BLOOMINGTON
- AREA TO BE DEDICATED TO CITY OF BLOOMINGTON FOR SIX POINTS ROAD R.O.W.



Surveyor's Certificate

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of lands to be annexed to the City of Bloomington, McLean County, Illinois, prepared under my direction.



Bradley K. Shaffer

Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expires 11/30/2024

Legal Description

A part of Lots 12, 13, 14, 15 & 16 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat thereof recorded in Book 37 of Deeds, on Pages 92 and 93, described as follows: Beginning at the northwest corner of said Lot 12; thence South along the west line of Lots 12, 13, 14, 15 & 16, 10 Chains; thence East 100 feet; thence North parallel with the west line of said Lots 12, 13, 14, 15 & 16, 10 Chains to the north line of said Lot 12; thence West 100 feet to the Point of Beginning, EXCEPTING THEREFROM any part thereof previously annexed to the City of Bloomington per the Annexation Plat recorded June 20, 2011 as Document No. 2011-13501 in the McLean County Recorder of Deeds Office.

MULLER ANNEXATION PLAT
1420 SIX POINTS ROAD
BLOOMINGTON, ILLINOIS

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.008086
505 N. Main Street Bloomington, IL 61701
Ph. (309) 829-2652

LYB
www.lybinc.com

Sheet
1
of 1
2533.01
Job #

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PANTAGRAPH.COM

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800-453-2527

AD DEADLINE:
IN COLUMN:
4:00PM TUES.
THE WEEK
BEFORE

DISPLAY:
4:00PM TUES.
THE WEEK
BEFORE

PETERSON'S
HOME IMPROVEMENT
Credentialed Home Inspectors
FREE ESTIMATES
Free Initial
Bloomington, IL
(309) 827-2470

POLO'S LAWN SERVICE
Mowing, Aeration, Edging,
Bushes, Leaves, Snow Removal,
Yard & Garden Cleaning,
Mulch, Gutters,
Walking Beams, & More!
309-530-4369
309-533-2898

Accounting-Bookkeeping

PUBLISHERS' NOTICE Federal and state laws prohibit employment advertisements that express a discriminatory preference on the basis of race, age, color, religion, sex, national origin, disability or marital status. The Pantagraph will not knowingly accept any advertisement that violates these laws.

Apts for Rent Area Town

IN ACCORDANCE with the federal Fair Housing Act, we do not accept for publication any real estate listing that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, family status, or national origin.

IN ACCORDANCE with the federal Fair Housing Act, we do not accept for publication any real estate listing that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, family status, or national origin.

Real Estate Area Towns

HAVE IT ALL NEAR ALL! Spacious, individual entry row homes, \$620 - 2 bed/1 bath and \$750 - 3 bed/2 bath units. Washer dryer connections. 1 pet allowed. Private street, near Constitution Trail, and shopping. Income restrictions apply. Summer free Rentals. 309-451-5525

Real Estate Bloomington

IN ACCORDANCE with the federal Fair Housing Act, we do not accept for publication any real estate listing that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, family status, or national origin.

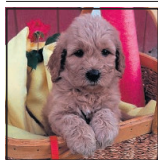
Pets & Supplies

AKC Pug puppies first shots dewormed and vet checked \$950. Contact 217-543-3646. Leave Message.

Australian Shepherd puppies, various colors, very playful. \$200-\$100 Working parents on site. Call 217-728-2381

COCKA-CHON M \$250. Cocker-Chon F \$250. Shih-tzu M-F \$500. Cash Call 217-941-2516

FOR SALE 2 mini shorky poo, born 6/22/23 1 blue merl male, 1 red merle \$500. These puppies are house raised and very cute curdles and playful. They are vet checked up to date on vaccination. Ready to go anytime. Call Darrell Otto 217-728-2444



Golden's Rule Ckr Registered F1b Golden Doodles. Moyen size 25-35 lbs. Male and Female available. Non shedding, fully vetted ready for new homes October 1st. \$2000 \$250 down holds your pick. Katie and Brian 815-237-8157 or 815-760-2138

Mini Aussie puppies Born 8/6/23 1st round of shots \$400. 217-728-3913. Leave msg.



Mini F1B Cockapoo Puppies DOB 7/19/23. These sweet little ruffies are loaded with cuteness and looking for their forever home. They are up to date on all shots and vet checked \$550. To learn more about these babies call us at 217-728-2767.



MINI GOLDENDOODLE Puppies Taking deposits, vet checked, first shots, Chocolate, Reds, Blacks 217-433-4484

Pets & Supplies

PUPPIES FOR SALE: Are you looking for a furry friend? We have (5) POMSKY-POO PUPPIES DOB 6/28/23. Up to date on shots & dewormer. Vet checked and ready for pick-up. For more information contact: 217-858-1981.

TEDDY BEAR Puppy, Raised by Amish Family, so cute and playful, non shedding, health checked, health guarantees, shots and dewormed, ready to go now, call us now to schedule a visit to see the puppy \$350.00 217-543-4090

Wanted to Buy



Wanted to buy comic books 1 or 1000 Call or Text 815 481-4922

Trucks-SUVs-Vans

2007 Black PT Cruiser Convertible, 48.00 Miles, Excellent Condition, \$7750 obo, Call 217-778-3225

Campers-Motorhomes

2018 R-POD by Forest River RPT 19 14,900 or best offer 27' camper w awning and slide-out Call 309-826-3461 or 309-531-8231

Computer

AFNI INC. seeks a Lead Robotic Process Automation Developer in Bloomington, IL. To conduct robotic process automation, Req: bach's deg, in comp sci, related or foreign equiv, Req: Experience: 1 yr. Application, Software Engineer, or related, Req: Skills: 1 yr, Agile DevOps: 1 yr, RPA: 1 yr, Cloud-Based Technologies: 2 yr, structured programming techniques: 2 yr, apls, dev, languages: Apply at https://afnicareers.com/

General

Looking for a part time tax preparer for the tax season to work in our Bloomington office. The tax preparer duties will include:

- Informing clients or employers of the tax preparation process
- Collecting relevant financial records, including pay stubs and income statements
- Inputting data from financial records into tax return software or databases
- Using applicable federal, state, and local tax law to determine deductions and how much each client will pay or earn on the return
- Completing and filing tax documents with appropriate agencies, like the IRS, state, and local government entities
- Acting as a representative for clients with applicable agencies as required
- Building customer relationships to promote and expand the business

Please submit your resume to K&M Currency Exchange Inc, 802 N. Morris Ave Bloomington, IL 61701

Farms for Sale

WANTED FARM ground for small farm to buy, prefer some woods-but not necessary. Prefer 20 miles within Bloomington-Normal. Call 309-530-3134

WANTED: FARM ground Any number of acres Phone Cindy Eckels 309-532-1616 • Re/Max Choice

Real Estate Services



Ward Waller, Realtor
Dedicated Seller's Agent,
Residential & Commercial
COLDWELL BANKER
REAL ESTATE GROUP

Experienced developer and real estate seller.

"I enjoy helping people,"

Thinking of selling? Let's talk.

Call Ward (309) 532-5952

WWaller.ColdwellHomes.com

Garage Sales Area Towns

709 S. Main St, Eureka, Oct 12, 13, 14, 8 to 4, Handyman moving sale, Hand & Power tools, Building & Cabinet supplies, Furniture, Antiques & Collectable's

Sporting Goods

DUCK & GOOSE FIELD DECAYS FOR SALE, OVER 400, BUY PART OR ALL, BLOOMINGTON, IL 701-339-9801

Auction Sales

Online Auction - Nix Estate
West, Oct. 11
Collectibles & Telephone Antiques - Toys - Consignment of Equipment
See www.nixonlineauction.com or Call 217-535-3245

Legal Inside

BLOOMINGTON CITY COUNCIL CITY OF BLOOMINGTON NOTICE OF PUBLIC HEARING

CASE NO. 2-12-23
Notice is hereby given that the Bloomington City Council will hold a public hearing on Wednesday, October 23, 2023, at 6:00 p.m., on a request submitted by Carl Muller and Sara Muller, for approval of an Annexation Agreement and Zoning Map Amendment for the subject property, from County R-1 (Single-Family Residential) District to City R-1B (Single-Family Residential) District, pertaining to property commonly known as 4200 Six Points Road (PIN: 21-17-122-001), consisting of approximately 1.5 acres, described as follows: Beginning at the Northwest Corner of Said Lot 12, Thence South Along the West Line of Said Lot 12, 10 Chains; Thence East 100 Feet; Thence North Parallel with Said West Line 10 Chains; Thence West to the Place of Beginning, in McLean County, Illinois. This meeting will be held in-person at the Bloomington Center for the Performing Arts, 600 N. East St. 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. Those persons wishing to provide testimony on any of the agenda items designated as a public hearing must appear in-person. 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 mum@ciblm.org. Published 10/08/2023 156669

PANTAGRAPH.COM/JOBS

ANNEXATION AGREEMENT & PETITION
1420 Six Points Road (Muller Annexation)
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation Agreement and Petition for Annexation on the Bloomington Township Fire Protection District, McLean County Unit 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, 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 Bloomington, Illinois, at or about 5:58 PM on October 12, 2023, and the Notices were sent certified mail, return receipt requested.

The receipt for said certified mailings is attached hereto and incorporated as Exhibit "A". The notices were sent to the mailing list attached hereto and incorporated as Exhibit "B".

Carl W. Muller

Carl Muller

Subscribed and sworn to before me this
13 of October, 2023.

Linda S. Leeborn
Notary Public





BLOOMINGTON
1511 E EMPIRE ST
BLOOMINGTON, IL 61701-3528
(800)275-8777

1420 Six Points Road
Exhibit A

10/12/2023 05:58 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.90
Bloomington, IL 61701 Weight: 0 lb 1.20 oz Estimated Delivery Date Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4407 65			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0725 07			
Total			\$8.80
First-Class Mail® Letter	1		\$0.90
Bloomington, IL 61705 Weight: 0 lb 1.20 oz Estimated Delivery Date Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4408 26			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0750 41			
Total			\$8.80
First-Class Mail® Letter	1		\$0.90
Bloomington, IL 61705 Weight: 0 lb 1.20 oz Estimated Delivery Date Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4408 02			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0750 10			
Total			\$8.80
First-Class Mail® Letter	1		\$0.90
Bloomington, IL 61704 Weight: 0 lb 1.20 oz Estimated Delivery Date Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4407 96			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0754 85			
Total			\$8.80
First-Class Mail® Letter	1		\$0.90
Bloomington, IL 61705 Weight: 0 lb 1.20 oz Estimated Delivery Date Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4407 72			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0754 92			
Total			\$8.80
First-Class Mail® Letter	1		\$0.90
Normal, IL 61761 Weight: 0 lb 1.20 oz Estimated Delivery Date Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4408 19			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0750 34			
Total			\$8.80
First-Class Mail® Letter	1		\$0.90
Bloomington, IL 61701 Weight: 0 lb 1.20 oz Estimated Delivery Date Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4407 89			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0750 27			
Total			\$8.80
Grand Total:			\$61.60
Credit Card Remit			\$61.60

1420 Six Points Road
Exhibit B

9589 0710 5270 1039 4408 19

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Bloomington, IL 61701

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Normal CUSD5
City, State, ZIP+4®: Normal, IL 61761

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 89

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Bloomington, IL 61701

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Golden Prairie Public Library Dist
City, State, ZIP+4®: Bloomington, IL 61701

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 65

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Bloomington, IL 61701

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington/Normal Water Reclamation
City, State, ZIP+4®: Bloomington, IL 61701

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4408 26

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Bloomington, IL 61705

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington Township Fire Dist
City, State, ZIP+4®: Bloomington, IL 61705

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 96

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Bloomington, IL 61704

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington/Normal Airport Authority
City, State, ZIP+4®: Bloomington, IL 61704

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 72

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Bloomington, IL 61705

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington Township Building
City, State, ZIP+4®: Bloomington, IL 61705

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4408 02

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For delivery information, visit our website at www.usps.com®.

Bloomington, IL 61705

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington Township Commissioner
City, State, ZIP+4®: Bloomington, IL 61705

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll, in the Amount of \$13,492,974.08, 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 \$13,492,974.08 (Payroll total \$3,032,288.82, Accounts Payable total \$10,256,042.44, and Bank Transfers total \$204,642.82).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Sheryl McDaniel, Accountant

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/6/2023	\$ 2,466,497.18	\$ 547,221.56	\$ 3,013,718.74
10/5/2023	\$ 16,228.33	\$ 2,341.75	\$ 18,570.08

Off Cycle Adjustments

	PAYROLL TOTAL	\$ 3,032,288.82
--	---------------	-----------------

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	PCARD TOTAL
10/23/2023	AP General	\$ 7,070,182.05		
10/23/2023	AP JMIScott	\$ -		
10/23/2023	AP Comm Devel	\$ 416.67		
10/23/2023	AP IHDA	\$ 85.00		
10/23/2023	AP Library	\$ 2,769,864.80		
10/23/2023	AP MFT	\$ -		
10/05/23-10/12/23	Out of Cycle	\$ 415,493.92		
8/02/23-10/05/23	AP Bank Transfers	\$ 204,642.82		
	AP TOTAL	\$ 10,460,685.26		

GRAND TOTAL	\$ 13,492,974.08
--------------------	-------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Citizens' Beautification Committee: Michaela Kent to the Citizens' Beautification Committee. Michaela Kent's appointment is effective immediately, with an expiration date of 10-23-26.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 3B Citizens Beautification Committee Roster](#)

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointme	Year First Appointed
Active	Citizens Beautification	Commissioner	Sara	Kemp	4/30/2024	4/12/2021	2018
Hold Over	Citizens Beautification	Commissioner	Robin	VanDermay	4/30/2023	4/30/2020	2014
Inactive	Citizens Beautification	Commissioner	Becky	Altic	4/30/2023	9/28/2020	2020
Active	Citizens Beautification	Commissioner	Daniel	Freburg	4/30/2025	5/23/2022	2018
Active	Citizens Beautification	Commissioner	Joni	Painter	4/30/2024	6/14/2021	2021
Inactive	Citizens Beautification	Commissioner	Michelle	Grasher	4/30/2022	9/9/2019	2019
Inactive	Citizens Beautification	Commissioner	Adriane	Powell	4/30/2022	4/22/2019	2018
Inactive	Citizens Beautification	Commissioner	Erica	Larkin	4/30/2023	4/30/2020	2013
Inactive	Citizens Beautification	Commissioner	Cody	Hendricks	4/30/2024	4/13/2021	2020
Inactive	Citizens Beautification	Commissioner	Eric	Hansen	4/30/2022	4/13/2020	2020
Inactive	Citizens Beautification	Staff Liaison	Robert	Moews	5/31/2023		
Active	Citizens Beautification	Staff Liaison	David	Lamb			05/2023
Inactive	Citizens Beautification	Vice-Chair	Ron	Frazier	4/30/2025	4/25/2022	2022
Active	Citizens Beautification	Commissioner	Gina	Lavazza	4/30/2024	4/11/2022	2022
Inactive	Citizens Beautification	Commissioner	Joya	Davis	4/30/2025	4/25/2022	2022
Active	Citizens Beautification	Commissioner	Margaret	Kraft	4/30/2025	7/11/2022	2022
Active	Citizens Beautification	Commissioner	Jennifer	Aurora	4/30/2025	7/11/2022	2022
Active	Citizens Beautification	Commissioner	Deborah	Johnson	4/30/2024	7/11/2022	2022
Vacant	Citizens Beautification	Commissioner			4/30/2026		
Active	Citizens Beautification	Commissioner	Fredrick	Marling	4/30/2025	2/27/2023	2023
Vacant	Citizens Beautification	Commissioner			4/30/2026		
Vacant	Citizens Beautification	Commissioner			4/30/2025		



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving the Purchase of Syngenta, BASF, and ENVU (Bayer) Chemicals from Marubeni America Corporation, d/b/a Helena Agri Enterprises, LLC, in an Amount not to Exceed \$200,000, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City's golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½-star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4-star rating while Highland Park received a 3½-star rating. Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces.

One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage causing damage to both the image of the courses and revenues. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner which minimizes chemical usage while also providing the desired turf protection.

Each year Syngenta, BASF, and ENVU (Bayer) offer an early order program that allows the opportunity to lock in next year's prices at discounted rates. Syngenta, BASF, and ENVU (Bayer) are the three leading primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of playing conditions demanded by our golfing public. Helena Chemical has become a valued partner over their years of service to our golf operation. Helena Chemical currently provides products and services to the following municipalities and golf courses: Normal, Decatur, Peoria, Springfield, Champaign, and Quincy, as well as Weibring Golf Club at Illinois State University and at Crestwicke

Country Club in Bloomington. Entering into the early order program also guarantees the discounted price for any additional products from these manufacturers purchased during 2024. Additionally, by participating in the early order program we are offered extended payment terms with payment not due until mid-July on all early order purchases.

Syngenta, BASF, and ENVU (Bayer) engage the assistance of locally recognized quality turf distributors to assure the delivery, service, and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2024, we intend to utilize Marubeni America Corporation, d/b/a Helena Chemical, which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver them to us on an as-needed basis saving us space in our golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for us over the years to help improve our golf courses.

There is no statewide contract available for the procurement of these chemicals. The deadline to enter this program is December 8, 2023. However, maximum discounts are given when products are ordered by October 31st. While other "turf" chemicals are available, our experience is the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF, and ENVU (Bayer) products have proven through field experience. These products provide the weed, fungus, and insect-free turf that our customers expect to have when using our City golf courses. Staff is requesting to continue to participate in the Early Order Program for an amount of up to \$200,000 with an approximate savings of \$25,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The golf courses annually spend approximately \$200,000 on chemicals and conservatively will realize savings of approximately \$25,000 by participating in this early buy program. If approved, budgeted funds will be included in the FY 2025 Proposed Budget in Highland Park (56406400-70590), Prairie Vista (56406410-70590) & The Den at Fox Creek Golf Course (56406420-70590) from the Other Repair & Maintenance accounts.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.2 (Ensure the community facilities provide the greatest cost-benefit ratio to the population served).

Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:

[P&R 2B Limited Source Justification](#)

[P&R 2C Early Order Chemicals Details](#)

[P&R 2D Letter of Understanding](#)

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & # Marubeni America
Corporation dba Helena - #705

Amount: \$200,000

Date: 10/12/2023

Description of item/services:

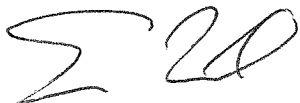
Early order chemicals to be used on the golf courses in the 2024 season.

Justification:

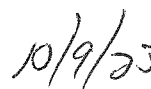
Syngenta, BASF, and ENVU (formerly Bayer) engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2024, we intend to utilize Marubeni America Corporation - dba Helena Chemical which is located in Warrensburg, IL as the distributor for our early order chemicals.. Helena Chemical will store the products on their site and deliver to us on an as needed basis saving us space in our golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for us over the years to help improve our golf courses.

Participation in the early order program conservatively saves the courses \$25,000 annually in chemical costs.

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



(Name and Signature of Department Director or Designee)



Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

Name and Signature of Purchasing Agent or Designee

Date

LOOKING FOR MORE WAYS TO SAVE?

No need to think outside the box.

GreenTrust365.com/Golf

Maximize your budget and your turf quality when you order between **October 1 – December 8, 2023**. Save even more with the enhanced Plan it Your Way rebate (now includes Acelepryn Xtra insecticide).



Yearlong Rebates

Spend at least \$5,000 on Qualifying Products during the **Early Order Period** to lock in your yearlong rebate: October 1, 2023 – September 30, 2024.



Pallet Solutions

Apply intelligently with the right mix of products for almost any facet of your agronomic program. You can save up to an **additional 22%** from a selection of Pallet Solutions, making it easy to meet your minimum order requirement on Qualifying Products.



GT Bonus Booster

Purchases made in October earn additional rebates.



SummerPay™

Keep your cash flow in check by deferring payment on purchases made during the Early Order Period until June 20, 2024.



Product Assurances

Protect your course with confidence through expert application recommendations and performance guarantees.



Multipaks

Save even more on complementary products delivered in convenient multipaks.



ENHANCED: Plan it Your Way

See page 4 on how to earn up to an additional 12% back during the Early Order Period.



syngenta®

Golf and Sports Turf

 @SyngentaTurf

2024 Syngenta GreenTrust 365 Golf and Sports Turf Program

PROGRAM ELIGIBILITY:

Golf Courses and Sports Turf Managers who purchase a minimum of \$5,000 worth of Qualifying Products during the Early Order Period (**October 1, 2023 through December 8, 2023**) ("Program Participants") qualify for the GreenTrust® 365 Golf and Sports Turf Program. Qualifying Products are all products listed on the 2024 GreenTrust 365 Golf and Sports Turf Program Worksheet, when purchased from a Syngenta Authorized Distributor/Agent/Retailer.

PROGRAM DETAILS:

GreenTrust 365 Yearlong Rebate

Program Participants may earn a rebate on all of their purchases of Qualifying Products during the Program Year (October 1, 2023 through September 30, 2024). Program Participants' yearlong rebate percentage is determined by the dollar value of Qualifying Products they purchase during the Early Order Period, as described in the chart below.

GT Bonus Booster:

- **Receive an additional bonus rebate up to 3%** on all qualifying purchases between **October 1, 2023 - October 31, 2023**.

ENHANCED: Plan it Your Way

- Earn an additional 6-12% rebate on qualifying purchases of **Posterity** and/or **Daconil** and **Secure** fungicide brands. Once you qualify, you also automatically earn an additional rebate on **Acelepryn 0.5 gallon insecticides**, **Acelepryn Xtra**, **Ference**, & **Provaunt WDG** insecticides.

Plan it Your Way Pallet Bonus

- While no pallets earn Plan it Your Way Rebates, the following pallets automatically qualify you to earn the 12% rebate level for all Plan it Your Way product purchases: **XT Solution**, **Forte Solution**

See charts below to learn more about how savings keep going and how to maximize your potential savings.

Qualifying Products Purchased During the Early Order Period October 1 – December 8, 2023	Yearlong Rebate Percentage		October Purchases	GT Bonus Booster		Purchase minimum of Posterity Family brands	Total spend on Posterity, Daconil and/or Secure brands*	Plan it Your Way Rebate Levels**
\$5,000 to < \$10,000	5%	+	\$5,000 to < \$20,000	2% Rebate	+	\$3,000	\$10,000 to < \$20,000	6%
\$10,000 to < \$20,000	6%					\$6,000	\$20,000 to < \$40,000	8%
\$20,000 to < \$40,000	7%					\$9,000	\$40,000 +	12%
\$40,000 to < \$70,000	8%					<i>*May achieve Plan it Your Way Rebate levels with only Posterity Family brands. **Plan it Your Way Rebate will be applied to all Early Order Period purchases of Posterity, Daconil, Secure brands, plus on Acelepryn, Acelepryn Xtra, Ference, & Provaunt.</i>		
\$70,000 to < \$100,000	9%							
\$100,000 +	10%		\$20,000 +	3% Rebate				

To calculate your total savings and plan your agronomic program, visit GreenCastOnline.com/Calculator

For an overview on each calculator, scan the QR Code(s) below:



Savings Plus Calculator Overview



Agronomic Pro Calculator Overview



Basic Savings Calculator Overview

Visit GreenTrust365.com/Terms for full 2024 program terms and conditions.

All photos are either the property of Syngenta or are used with permission.

© 2023 Syngenta. **Important: Always read and follow label instructions. Some products may not be registered for sale or use in all states or counties and/or may have state specific use requirements. Please check with your local extension service to ensure registration and proper use. Divanem and Scimitar GC are Restricted Use Pesticides.** Contend is sold as a copack of separately registered products: Contend A and Contend B. Trademarks are the property of their respective owners.



We create chemistry



GOLF U.S.

2024 EARLY ORDER PROGRAM

THE BLUEPRINT

YOUR FOUNDATION STARTS HERE

+ Construct the perfect plan and set up your course for success.



BE THE ARCHITECT OF YOUR COURSE'S SUCCESS.

Additional Program Details and Qualifications: All Agency products are sold on behalf of BASF. All sales are final. No returns. Rebate will be based upon reported sales from the BASF Authorized Agent(s) and Distributor(s). The T&O EOP End-User Rebate program applies only to these Qualified End-User professionals: golf, L&L, sports turf, sod farms, municipalities, and parks & rec. Multiple sales orders for one customer are cumulative and will qualify if ordered between program dates and from any BASF Authorized Agent(s) and/or Distributor(s).

An end-user must purchase at least \$3,000 of qualifying EOP Design Your Own Program (DYOP) products to qualify for the 2024 Turf DYOP rebate. An end-user must purchase at least \$3,000 of qualifying EOP Across-the-Course Solutions (ACS) products to qualify for the 2024 Turf EOP ACS rebate.

An End-User that purchases at least \$20,000 of Qualifying EOP Fungicides AND purchases at least three (3) different Qualifying EOP Fungicide brands will automatically qualify for the Turf EOP Across the Course Solutions Rebate incentive at the 12% incentive tier. No minimum purchase of Across the Course Solutions products is required.

Insignia Intrinsic Kicker: A purchase of 5 gallons (21 acres) or more of Insignia Intrinsic will provide the end-user an additional 5% rebate to be applied on all qualifying Insignia Intrinsic purchases. The Turf EOP End-User Insignia Intrinsic Kicker incentive is cumulative and will be paid in addition to any other program payments under the 2024 T&O EOP End-User Rebate Program. Purchases under the Insignia Intrinsic Kicker must respectively fall within the program dates.

Honor Intrinsic Kicker: A purchase of 72 pounds (24 acres) or more of Honor Intrinsic will provide the end-user an additional 5% rebate to be applied on all qualifying Honor Intrinsic purchases. The Turf EOP End-User Honor Intrinsic Kicker incentive is cumulative and will be paid in addition to any other program payments under the 2024 T&O EOP End-User Rebate Program. Purchases under the Honor Intrinsic Kicker must respectively fall within the program dates.

The Turf EOP End-User Insignia and Honor Intrinsic Kicker incentive is cumulative and will be paid in addition to any other program payments.

Qualification for the 2024 Insignia Intrinsic Kicker Rebate is dependent on purchasing 5 gallons of Insignia SC Intrinsic. Qualification for the 2024 Honor Intrinsic Kicker rebate is dependent on purchasing 72 pounds of Honor Intrinsic. Each qualifying end-user must qualify on their own to earn the Turf Insignia Intrinsic and/or Honor Intrinsic Kicker Rebates. There will be no buying group rollups for this incentive payout. Each payout will only be to the individual course that qualifies.

The invoiced dollar amount for agency products and the redemption value of qualified non-agency products will be used to determine end-user total purchase and rebate earned. End-user must be in good credit standing with agent to receive special promotional terms. All agency products invoiced between October 1, 2023 and December 31, 2023 will receive June 10, 2024 terms for the end-user. All agency products invoiced after December 31, 2023, will receive net 60 days for the end-user. Terms for Agency Products offered at the Agent's discretion. Terms for qualifying non-agency products are determined by a BASF Authorized Distributor. All rebates will appear as a credit on the end-user's account with the agent who processed the order. T&O EOP End-User Rebate credit will become available by August 31, 2024. If an end-user purchases from more than one agent, the rebate will be applied to the respective agent based on percent purchase from each agent.

BASF reserves the right to cancel or modify this program at any time.

All products may not be registered for sale or use in all states. Please check with your state or local Extension Service. Alucion 35 WG insecticide, FreeHand 1.75 herbicide, Pillar G Intrinsic brand fungicide, Siesta insecticide fire ant bait and Tower herbicide are not for sale, distribution and/or use in New York State.

Admiral, Alucion, Amdro, Basagran, Drive, Emerald, Encartis, Finale, FreeHand, Green Lawngr, Honor, Insignia, Intrinsic, Lexicon, Maxtima, Navicon, Orkestra, Pageant, Pendulum, Pillar, Pylex, Segment, Siesta, Sultan, Tower, Ventigra, and Xzemplar are registered trademarks of BASF.

Always read and follow label directions.

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Thank you for participating in EOP.



People...Products...Knowledge...

Helena Agri-Enterprises
Steve Mulvey
9 Isabelle Drive
Auburn, IL 62615
Cell: (217) 725-4160
Fax: (217) 438-6432

10/12/2023

City of Bloomington

To Whom it May Concern,

This letter is to confirm that Helena Agri Enterprises understands that the chemicals ordered during the 2024 Early Order Program are dependent on funds being approved for Fiscal Year 2025.

If you have any questions, please give me a call. My cell is 217-725-4160.

Thank you!

Sincerely,

Steve Mulvey



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to (1) Authorize the Rejection of Bid #2024-08 for Prairie Vista Golf Course Carts; and (2) Approve the Agreement with TNT Golf Car and Motorsports, for 60 Golf Carts for Prairie Vista Golf Course, in the Amount of \$263,720 (Re-Bid #2024-17), as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Bid Rejection and Purchase be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City's three golf courses are considered to be among the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½-star rating (out of 5). This places the course alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4-star rating while Highland Park received a 3½-star rating. Golf Digest also once voted Bloomington/Normal the fifth-best city to live for golf in the country. The courses regularly host events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces.

Outside of greens fees, cart rentals are our most used service and comprise a significant portion of our annual revenues. In the current fiscal year, we have \$225,000 budgeted for revenues and are on track to exceed that figure.

Not only will the new cart fleet benefit Prairie Vista, but it will also benefit Highland Park Golf Course as we plan to utilize the 40 best carts in the current fleet at Prairie Vista to replace the existing fleet of carts at Highland Park which have been in use for 18 seasons and are long overdue for replacement. The remaining 20 carts in the Prairie Vista fleet will be traded in along with the 40 carts in the Highland Park fleet.

Bid #2024-08 - Prairie Vista Golf Course Carts was released on July 20, 2023 and one bid submission from TNT Golf Car and Motorsports was received on August 3, 2023. Staff is requesting to reject this bid as it did not meet the specifications.

Re-Bid #2024-17 - Prairie Vista Golf Course Carts was released on September 20, 2023. Bids were opened at 10:00 A.M. on Tuesday, October 3, 2023, electronically via the City's e-

Procurement Portal, *OpenGov*. Three bids were received. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached.

There were three alternates for the pricing proposal including gas carts, electric carts, and two utility vehicles as well as a trade-in value for sixty of our old golf carts. The pricing for the electric carts exceeded the City's budget by a fairly substantial amount so Staff was unable to consider this alternative and evaluated the gas cart submissions. After review of the three bids, staff has proposed TNT Golf Cars and Motorsports (TNT) from Quincy, IL be awarded the bid in the amount of \$399,720 less the trade-in value of \$136,000 for a total cost of \$263,713. Their gas-powered Yamaha Drive2 EFI Quietech carts met all of the specifications and were a responsive and responsible submission. TNT is known for its dependability, smooth ride, and quiet operation. Offering an industry-leading 45 mpg provides a 30% increase in fuel savings over the other bids for gas carts. Its dual, independent automotive-style suspension system will also provide our golfers with the smoothest ride possible. Last, Yamaha gas cart engines are known across the industry for their dependability and longevity. This well-earned reputation should ensure these carts will last to their needed life expectancy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will (1) Authorize the Rejection of Bid #2024-08 for Prairie Vista Golf Course Carts, and (2) Approve the Purchase of Sixty (60) Golf Carts for Prairie Vista Golf Course from TNT Golf Car and Motorsports, in the Amount of \$263,720 (Re-Bid #2024-17). The total budgeted for this project is \$250,000. If approved, a budget transfer of \$13,720 will be processed from The Den at Fox Creek Golf Course-Building account (56406420-72520) to the Prairie Vista-Capital Outlay Equipment Other than Office account (56406410-72140) where the \$263,720 for the carts will be paid. The \$13,720 in budgeted funds is available to be transferred due to The Den at Fox Creek Roof replacement coming in \$15,000 under budget at \$60,000. Stakeholders can locate the Golf Carts in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 98 and 179.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-4 (Continue to develop quality parks and recreational programming for all), Objective HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities); and Goal CF-1 (Continue to provide quality public facilities and services), Objective CF-1.2 (Ensure the community facilities provide the greatest cost-benefit ratio to the population served)

Respectfully submitted for consideration.

Prepared by: Jason Wingate, Superintendent of Golf

ATTACHMENTS:

[P&R 3B Agreement](#)

[P&R 3C Bid Specs](#)

[P&R 3D Evaluation Tabulation](#)

[P&R 3E Yamaha Drive 2 Quietech Information](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
TNT SPEED & SPORT CENTER, INC DBA TNT GOLF CAR & MOTORSPORTS
FOR
PURCHASE OF GOLF COURSE CARTS FOR PRAIRIE VISTA**

THIS AGREEMENT, dated this ____ day of October, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and TNT Speed & Sport Center, Inc, dba TNT Golf Car & Motorsports (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. This Agreement was subject to the following procurement initiative by the CITY:

Re-Bid #2024-17 "Prairie Vista Golf Course Carts" (hereinafter "REQUEST").

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

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

Section 5. Requirement for Payment & Performance Bond. This Agreement does not require the furnishment of any bonds by the VENDOR.

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

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

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.

- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

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

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

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

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

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

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

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

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

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

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

Section 17. Compliance with Prevailing Wage. This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law

relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

If to VENDOR:

TNT Golf Cars & Motorsports
2206 N. Main St.
Suite 204
Quincy, IL 62301
Terryraeder@adams.net

If to CITY:

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

Copy to:

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Terry T. [Signature]
Its President/Owner

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The purchase sixty (60) new 2023 or current production model Yamaha Drive2 EFI Quietech gas golf cars for Prairie Vista Golf Course.

**EXHIBIT B
COSTS/FEES**

TOTAL COST (with Trade-In): \$263,720.00

Pricing is inclusive of all costs including but not limited to freight and assembly.

Bid Alternate #2: Gas Carts					TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Gas Carts per the specifications.	60	Per Unit	\$6,662.00	\$399,720.00
Total						\$399,720.00

Prairie Vista Golf Course - Existing Golf Cart Fleet - Trade-In Value					TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Fair market trade value price consideration for forty (40) Club Cart DS Electric Carts.	40	Per Unit	\$1,450.00	\$58,000.00
X	2	Fair market trade value price consideration for twenty (20) Club Car Precedent Gas Carts.	20	Per Unit	\$3,900.00	\$78,000.00
Total						\$136,000.00

**City of Bloomington, Illinois
Golf Cars for Prairie Vista**

The City of Bloomington is requesting to purchase sixty (60) new 2023 or current production model electric or gas golf cars for Prairie Vista Golf Course. All prices should include freight and assembly. We wish to receive bids on the following car models only: EZGO RXV, Club Car Tempo and Yamaha Drive2.

Proposed Year, Make, Model: _____

List all standard equipment here: _____

Golf cars shall include all standard equipment plus the following (unless standard)
NOTE ALL EXCEPTIONS:

1. Body Color (molded in): Gray or Beige preferred
Note: Please list all colors available at the price quoted in space below
2. Canopy Tops with drain
3. Front Custom Nameplate - 'Bloomington Golf'
4. Number Decals
5. Information Holders
6. Dual USB Ports
7. Fold-Down Windshields (latches in place when lowered)
8. Sweater Basket
9. Wheel Covers
10. Two (2) Sand Bottles mounted. One on Driver and Passenger Side
11. Single Point Water Fill System –for electric cars
12. Energy Absorbing Front and Rear Bumpers up to 5 mph
13. Bag Well Protection

Notes and Exceptions:

All Available Colors with No Up Charge (please list):

Special Considerations:

- Provide one (1) tow bar
- One (1) Hand held Diagnostic Tool with all necessary cables and software
- One (1) detailed technical service manual

Specifications for Electric Cars

Please specify which model being quoted

Model: _____

- Motor: 48 Volt High Efficiency
- Batteries: Six, 8-Volt deep cycle storage batteries.
Trojan batteries required.
- Chargers: Fully Automatic, DC output at 48 volts;
UL Listed, CSA Certified (or equal)
- Brakes: Self adjusting brakes with cast iron drums;
- Suspension: Fully independent, automotive style suspension
- Steering: Self-Adjusting rack and pinion
- Tires: 18 x 8.5 x 8 standard (4-ply rated)

Notes and Exceptions:**Specifications for Gas Cars**

Please specify which model being quoted

Model: _____

- Fuel System: Electronic Fuel Injected
- Starting System: Starter/Generator
- Fuel Efficiency: 45 mpg minimum on paved flat surface
- Ignition System: Transistor
- Engine Type: Low emission, single cylinder
- Fuel Tank Capacity: 5.0 gallons or greater
- Decibels: Lower than 64db at 25 feet from start
- Batteries: One 12 Volt
- Brakes: Self adjusting brakes with cast iron drums;
- Suspension: Fully independent, automotive style
- Steering: Self-Adjusting rack and pinion and cargo
- Tires: 18 x 8.5 x 8 (4-ply rated)

Notes and Exceptions:

Electric Car Guarantee

The successful vendor must provide electric golf cars that run 45 holes per day without being recharged. Vendor must maintain compliance with this requirement throughout a time no shorter than 48 months or 20000 energy units. When a car no longer meets the 45 holes per day standard due to battery life, the vendor must replace the batteries in that car within 48 hours of being contacted by city golf staff. The Vendor is responsible for expense of the new batteries and the labor to install them.

Replacement

Cars, under warranty, that cannot be repaired within five (5) calendar days from notification will be replaced by a loaner cart at the vendor's expense.

Delivery

All units must be fully assembled, serviced and ready for operation as delivered. Vendor shall provide 30 days notice of the anticipated delivery date. Should the delivery date be past April 30, 2024 vendor shall provide the city with 20 EFI current model gas golf cars at a fee of no more than \$125.00 per month/per car until the fleet is delivered.

Existing Golf Car Fleet

Responders shall provide as part of their proposal a comprehensive fair market trade value price for the existing fleet of 40 Club Car DS electric cars and 20 Club Car Precedent gas cars. Opportunities to view existing fleet of carts must be preceded by a notification to golf course staff.

Utility Vehicles

The City of Bloomington desires an alternate price to include two (2) carry-all type gas or electric utility vehicle. The alternate would be at the discretion of the city subject to review of the proposal.



City of Bloomington
Legal
Jeff Jurgens, Corporate Council
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION
ITB No. Re-Bid #2024-17
Prairie Vista Golf Course Carts
RESPONSE DEADLINE: October 3, 2023 at 10:00 am
Report Generated: Friday, October 13, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Coker Family, Inc. dba Battery Specialists + Golf Cars	\$868,913.76
TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	\$959,902.00
Textron Specialized Vehicles	\$1,018,115.14

BID ALTERNATE #1: ELECTRIC CARTS

Pricing submitted is inclusive of all costs including but not limited to freight and assembly. Bid submissions will be considered valid for 90 days post opening.

Bid Alternate #1: Electric Carts				Coker Family, Inc. dba Battery Specialists + Golf Cars		Textron Specialized Vehicles		TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost
X	1	Electric carts per the specifications.	60	Per Unit	\$5,822.73	\$349,363.80	\$8,521.62	\$511,297.20	\$6,732.00
Total						\$349,363.80		\$511,297.20	\$403,920.00

BID ALTERNATE #2: GAS CARTS

Pricing submitted is inclusive of all costs including but not limited to freight and assembly. Bid submissions will be considered valid for 90 days post opening.

Bid Alternate #2: Gas Carts					Coker Family, Inc. dba Battery Specialists + Golf Cars		Textron Specialized Vehicles		TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Gas Carts per the specifications.	60	Per Unit	\$6,045.26	\$362,715.60	\$6,583.19	\$394,991.40	\$6,662.00	\$399,720.00
Total						\$362,715.60		\$394,991.40		\$399,720.00

BID ALTERNATE #3: UTILITY VEHICLES

Pricing submitted is inclusive of all costs including but not limited to freight and assembly. Bid submissions will be considered valid for 90 days post opening.

Bid Alternate #3: Utility Vehicles				Coker Family, Inc. dba Battery Specialists + Golf Cars		Textron Specialized Vehicles		TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Utility Vehicles (2) per the specifications.	2	Per Unit	\$9,917.18	\$19,834.36	\$14,913.27	\$29,826.54	\$10,131.00	\$20,262.00
Total						\$19,834.36		\$29,826.54		\$20,262.00

PRAIRIE VISTA GOLF COURSE - EXISTING GOLF CART FLEET - TRADE-IN VALUE

Provide a comprehensive fair market trade value price you are willing to pay for forty (40) Club Carts DS Electric Carts and twenty (20) Club Cart Precedent Gas Carts.

EVALUATION TABULATION
ITB No. Re-Bid #2024-17
Prairie Vista Golf Course Carts

Prairie Vista Golf Course - Existing Golf Cart Fleet - Trade-In Value					Coker Family, Inc. dba Battery Specialists + Golf Cars		Textron Specialized Vehicles		TNT Speed & Sport Center, Inc dba TNT Golf Car & Motorsports	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Fair market trade value price consideration for forty (40) Club Cart DS Electric Carts.	40	Per Unit	\$1,500.00	\$60,000.00	\$800.00	\$32,000.00	\$1,450.00	\$58,000.00
X	2	Fair market trade value price consideration for twenty (20) Club Car Precedent Gas Carts.	20	Per Unit	\$3,850.00	\$77,000.00	\$2,500.00	\$50,000.00	\$3,900.00	\$78,000.00
Total						\$137,000.00		\$82,000.00		\$136,000.00



PERSONAL

GOLF

COMMERCIAL

CATALOGS

SALES LOCATOR

ACCESSORIES

PARTS & SERVICE

PRESS

CONTACT



SHOW ME QUIETECH EFI™ CARS

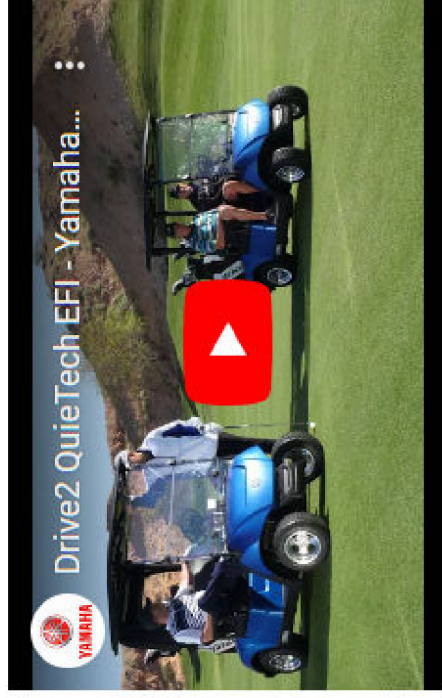
QuietTech EFI™

A GAS CAR THAT IS ALMOST AS QUIET AS AN ELECTRIC

SCHEDULE A DEMO

Drive² QuietTech EFI boasts the lowest decibel output of any gas car and features the industry's first-ever Independent Rear Suspension on a golf car. This unprecedented combination ensures your players experience a luxuriously quiet ride. At 45 MPG and less hydrocarbon emissions, we think you'll agree that choosing QuietTech EFI is the most sound business decision you could make for your golf course.

— QUIETECH® EFI
COMBINES THE
QUIETNESS OF
ELECTRIC WITH THE
PROFITABILITY AND
DEPENDABILITY
OF GAS. —



45
MPG

QUIETECH® EFI

- Yamaha-exclusive QuietTech technology
- Independent Rear Suspension
- Yamaha-built engine designed for golf
- Industry-leading fuel economy with Accu-fuel delivery system

IRS

Stability and comfort at every angle.

With added comfort, premium shock absorption, and superior stability, players can now enjoy the smoothest ride yet.





CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement Extension with Evergreen FS for Fuel for the City's Vehicles and Equipment, from November 1, 2023, through October 31, 2024, in the Amount of \$887,655 for the First Six-month Period, and a Still to be Determined Amount Utilizing Fiscal Year 2025 Budgeted Funds for the Second Six-month Period of the Term, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Agreement Extension 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 extend the agreement with Evergreen FS for fuel for the city's vehicles and equipment through October 31, 2024. The purchase order for the first six-month period will be in the amount of \$887,655, but the Department of Operations and Engineering Services ("DOES") may need to add additional funds before the end of the fiscal year because of rising fuel costs. Since the bid submission was based on unit pricing, DOES will be able to increase the purchase order without further approval if needed. Staff will issue a new purchase order utilizing Fiscal Year 2025 funds for the second six-month period.

On October 28, 2019, the City contracted with Evergreen FS to supply fuel for the City's vehicle and equipment needs. This was a one-year Agreement that allowed for four renewals of one year each, based upon performance as evaluated by the City and mutual agreement of both parties. This is the last extension, and the Contract will be bid next fiscal year. The Agreement costs per gallon markup over terminal cost (daily market) are as follows: Unleaded Gasoline with 10% ethanol, No. 1 Diesel Fuel, and No. 2 Diesel Fuel with up to 20% Bio added is \$0.03 for transport loads and \$0.20 for tank wagons; Diesel Exhaust Fuel is \$0.50 for tank wagons. LP and Kerosene will be discounted 3% from retail at the time of purchase. Evergreen FS has provided the City with the same services for the prior nine years.

The City purchases approx. 50% of its fuel needs through the daily market (terminal cost). The markups bid by Evergreen FS apply to these purchases. The remaining approximately 50% of the purchases are done through Evergreen FS's fuel risk management program. The Evergreen FS fuel risk management program (hedging) allows schools and municipalities to pool their fuel purchases for volume discounts and guaranteed fuel costs. The City has enrolled in the risk management program to help remove the wide swings of fuel prices

throughout the year and allow the City to budget more accurately. The markups bid by Evergreen FS do not apply to fuel purchased through the risk management program. Please see the attached City of Bloomington Fuel Strategy for additional information.

Evergreen FS has met all of the current agreement specifications, which are important to the City's ability to respond to its citizens' needs in a natural or man-made disaster. These services include bulk fuel transport to the bulk tank at the Public Works garage fuel station, deliveries to various smaller fuel tanks at the parks and golf courses, emergency generators for the Water Department, Fire Stations, Grossinger Motors Arena, sewer lift pump stations, and to fire apparatus at working fires. Fuel cards are used to purchase fuel from Evergreen FS local stores when the Public Works garage fuel station is out of service for maintenance.

The local tank farm ensures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in past winters during major snow events when bulk fuel transports could not deliver fuel from out-of-town locations. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

DOES has continued to explore ways to "green" the fleet in responsible and practical manners, which is consistent with Strategic Plan and Comprehensive Plan goals. The City uses 20% bio-diesel and gasoline with 10% ethanol in all units that fill up at the Public Works garage fuel station. Bio-diesel and ethanol are alternative, renewable fuels. The City uses biodiesel derived from soybean oil and ethanol derived from corn. This covers most all units in the City's Fleet. The City also has many cars and trucks that are compatible with E85 fuel. However, the City does not have an available fuel tank for this type of fuel, and off-site E85 fuel is not cost-effective at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will extend the agreement with Evergreen FS for Fuel for the City's Vehicles and Equipment, from November 1, 2023, through October 31, 2024, in the Amount of \$887,655 for the First Six-month Period (FY 2024), and a Still to be Determined Amount Utilizing Fiscal Year 2025 Budgeted Funds for the Second Six-month Period . Funds are included in the FY 2024 Budget and will be included by Operations and Engineering Services in the FY 2025 Proposed Budget to cover the terms of the contract under the Fleet Management - Fuel Account (10016310-71070). The FY 2024 budget includes \$1,775,310; 6 months (November through April) estimated at 50% of the total budget or \$887,655. Therefore, it is anticipated that the new Purchase Order, through April 30, 2023, will be created for approximately \$887,655. Operations and Engineering Services will budget approximately \$1,400,000 to \$1,800,000 in FY 2025 for fuel purchases. Stakeholders can locate the FY 2024 Budget in the Budget Book titled "Budget Overview & General Fund" on page 315.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal UEW-2 (Promote and facilitate energy conservation and alternate energy generation and resources), Objective UEW-2.2 (Ensure at least 25% of energy comes from renewable energy sources).

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[DOES 1B Agreement Extension](#)

[DOES 1C Fuel Strategy](#)

[DOES 1D Fuel Cost Graph](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
EVERGREEN FS INC**

**FOR
CITYWIDE GASOLINE & DIESEL FUEL**

THIS AGREEMENT, dated this 1st day of November, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and EVERGREEN FS INC (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

Bid #2020-18 Citywide Gasoline & Diesel Fuel (hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

If to VENDOR:

Evergreen FS Inc
1808 Morrissey Dr.
Bloomington IL 61701

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: Meghan Evergreen FS
Its _____

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED
Bid #2020-18 Citywide Fuel Specifications & Signed Bid Form

The Completion and Submission of This Page with the Bid Is Mandatory

Bid/Contract Requirements:

1. The City is seeking bids for the **markup charged** to the per gallon price of Diesel fuel, with up to a 20% blend of bio and no-leaded gasoline with 10% ethanol delivered to the City's storage tanks.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

2. The term of this contract shall be 12 months November 1, 2019 thru October 31, 2020. The City anticipates awarding the contract on October 28, 2019 for the purpose of "hedging" or the pre ordering of fuel purchases for the City's 2021 Fiscal Year with the successful bidder. This contract will have the option of four (4) one-year renewals based upon overall performance by the successful Bidder and mutual agreement of both parties. The renewals will be granted with City Council approval.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

3. The Bidder shall have sufficient equipment and have access to supplies from the manufacturer so as to be able to deliver any item required in this Specification to any site at any time fuel would be needed. The tanks at the Public Service Department fuel station are accessible by fuel "Transport Tanker Trucks". All other tanks need to be accessed with "Tank Wagons". Delivery of the product may need to be made to the site at the request of the department responsible for the site at a mutually convenient time. The successful Bidder may make arrangements with any site manager to "top" any tank at the site at the convenience of the supplier.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

4. The successful Bidder shall be capable of providing service twenty-four (24) hours per day, seven (7) days per week, including holidays, for emergency deliveries such as during snow removal operations, refueling fire apparatus on working fires, and any other disasters or emergencies declared by the City. The Bidder shall also be capable of "wet hosing" City vehicles/equipment when needed.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

5. The successful Bidder shall supply to the City of Bloomington Fleet Management Department an emergency contact list of their employees who may be contacted for after-hours emergency deliveries. The City of Bloomington Fleet Management Department shall be notified immediately of any changes in the list. The list shall be arranged in the order that the employees should be contacted.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

6. Ordering of fuel for the Public Service Department fuel station:

- A. These tanks are monitored, and ordering is done by the staff of the Fleet Management Department.
- B. After consultation, the Fleet Management Department staff will order diesel fuel appropriately blended up to B20 and blends shall be adjusted seasonally to prevent gelling. This adjustment may include any of the following: adjust the Bio Fuel rate, and addition of number 1 diesel fuel, or addition of an additive to the fuel to prevent fuel gelling. Gasoline will be ordered at this time if needed.
- C. Successful Bidder shall notify the Fleet Management Department staff on the day transport loads of fuel are ordered of the delivery time and the price per gallon for diesel fuel and gasoline.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

7. The City has had excellent results with the use of B2-B20 diesel fuel for the past fifteen (15) years. The Bio Fuel to be blended with diesel fuel shall meet the following guidelines:

- A. Used cooking oil will not be allowed in the manufacturing of Bio Fuel.
- B. All Bio Fuel shall be processed by distillation.
- C. The Bio Fuel shall meet ASTM D6751, but will exceed the standard in the following area:
 - a. Glycerin content shall be less than .15%
 - b. Water & Sediment, volume, maximum shall be less than 0.025%
 - c. Copper Strip corrosion, max, 3hr@50C will be no. 1
 - d. Shall pass a 360 Sec. maximum cold soak test
 - e. Cloud point should be less than 2 Degrees C January thru March.
- D. The Bio Fuel must be filtered with a 10-micron filter prior to blending with the diesel fuel.
- E. The Bio Fuel must be injection blended into the diesel fuel.
- F. The Bidder's Bio Fuel tanks must be heated to prevent gelling and fallout.
- G. The Bio Fuel provider must be a BQ9000 producer or in the qualification process.
- H. No change of Bio Fuel provider shall be made without prior approval by the City.
- I. Bidder must provide documentation of #7C; a-d, 7D & 7E, #8, and #9 at the time of delivery. The Fleet Management Department may waive this requirement (#7 C-E with each load) after a history is established but reserves the right to re-establish the requirement or ask for spot checks of the loads.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

8. If at any time during the term of this contract, the City deems it no longer economical to add Bio Fuel to the diesel fuel, then the City reserves the right to discontinue adding the Bio Fuel to the diesel fuel.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

9. No-Lead Gasoline shall be as defined by the Society of Automotive Engineers (SAE) as Regular Gasoline with an Octane Rating of not less than 87 Octane.
- A. Octane Rating will be found using the Anti-Knock Index (AKI). This is the Research Octane Number (RON) plus the Motor Octane Number (MON) divided by 2 or $(R+M)/2$.
 - B. No-lead shall contain 10% Ethanol.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

10. On-road #2 Ultra Low Sulfur Diesel Fuel shall have a Cetane rating of 40.0 minimum and a flash point rating of 130-degree Fahrenheit minimum. Cloud Point 14 degrees Fahrenheit maximum. Pour Point 0 degrees Fahrenheit maximum. Viscosity of 1.9 Minimum and 4.1 Maximum 104 degrees Fahrenheit.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

11. Bidders will provide detailed specifications of their products with their bids.
- Specifications
Shall include Product Properties, ASTM Test Method used, Test Results Minimums And Maximums.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

12. The successful Bidder shall supply all MSDS sheets for their products to the Fleet Management Department.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

13. The successful Bidder will provide all necessary information to the City and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc. as may be required by applicable regulatory agencies.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

14. During the term of this contract the City may install more gasoline and diesel fuel storage tanks. The successful Bidder will be kept updated as additional tanks are put into service.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

15. The successful Bidder shall operate a local tank farm with the ability to deliver fuel from the tank farm to the City or shall provide a fueling location in the city limits of Bloomington, IL. that the City can access 24 hours a day 7 days a week including all holidays in the event of a natural or man-made disaster.

Please list locations below:

Route 150 Bulk Plant -	1808 Morrissey Dr.
	Bloomington, IL 61704
Farm Town FAST STOP -	1808 Morrissey Dr.
	Bloomington, IL 61704

Please list the daily average amount of product available of no lead and diesel fuel below:

Daily average amount of NO LEAD Fuel	~ 20,000 gal
Daily average amount of DIESEL Fuel	~ 100,000 gal

16. The successful Bidder shall employ a full-time Energy Manager available to discuss needs and fuel pricing with the City during the term of this contract.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

17. The successful Bidder shall allow the City to 'hedge' or pre order 'wet gallons' fuel for the contract period.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

18. The successful Bidder shall be able to perform testing of gasoline & fuel products for contamination and cleaning of the interior of the City's fuel tanks at no charge to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

19. Successful Bidder shall provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

20. Successful Bidder shall provide bulk deliveries of Diesel Exhaust Fluid (DEF Fluid) to any of the City's bulk storage DEF tanks. DEF Fluid must have 32.5% Urea and 67.5% distilled water.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

CHART OF TANK SIZES, TYPE AND LOCATIONS

Current as of September 2019

Fuel tank sizes and locations to refuel fleet vehicles and equipment:

Public Service Department - 401 S. East St.

One - Diesel 10,000 gal. UST
One - Gasoline unleaded 6,000 gal. UST

Fleet Management Department places the orders for these two tanks

Bloomington Water Department at Lake Bloomington

One - Gasoline 500 gal. AST Lake Bloomington Water Treatment Plant
One - On Road Diesel 500 gal. AST Lake Bloomington Water Treatment Plant

These two tanks are normally on a keep filled basis

Parks and Golf Courses

One - On Road Diesel	500 gal. AST	Forrest Park Maintenance Facility
One - Gasoline	500 gal. AST	Forrest Park Maintenance Facility
One - Off Road Diesel	500 gal. AST	Highland Golf Course
One - Gasoline	500 gal. AST	Highland Golf Course
One - Off Road Diesel	500 gal. AST	Prairie Vista Golf Course
One - Gasoline	500 gal. AST	Prairie Vista Golf Course
One - Gasoline	300 gal. AST	Prairie Vista Golf Course
One - Off Road Diesel	500 gal. AST	The Den Golf Course
One - Gasoline	500 gal. AST	The Den Golf Course

These fuel tanks are normally on a "keep filled" basis.

Emergency Generators

The City also has many emergency generators at various locations in the Bloomington/Normal area and at Lake Bloomington for emergency operations. The successful Bidder will receive the list of emergency generators after the award of the contract. All emergency generators are accessible by tank wagons. Some emergency generators are on keep fill, but most have fuel ordered as needed by city staff.

Renewal Options

1st Renewal: November 1, 2020 through October 31, 2021
2nd Renewal: November 1, 2021 through October 31, 2022
3rd Renewal: November 1, 2022 through October 31, 2023
4th Renewal: November 1, 2023 through October 31, 2024

EXHIBIT B
Payment Terms

BID FORM
BID # 2020-18
CITYWIDE GASOLINE AND DIESEL FUEL

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.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of Bloomington reserves the right to increase or decrease the quantity of any item or omit items as deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12) including Public Act 100-1177 effective June 1, 2019.

Product	Markup Cents Per Gallon	
	Transport	Tank Wagon
Unleaded gasoline with 10% ethanol	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 1 Diesel Fuel	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 5%	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 11%	\$ <u>0.03</u>	\$ <u>0.20</u>
No. 2 Diesel Fuel, 20%	\$ <u>0.03</u>	\$ <u>0.20</u>
Diesel Exhaust Fluid (DEF Fluid)		\$ <u>0.50</u>

Bid Form Continued on next page

BID FORM cont.

BID # 2020-18

CITYWIDE GASOLINE AND DIESEL FUEL

Product

Discount from Retail at the time of purchase

LP

3 %

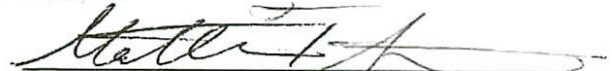
Kerosene

3 %

We, the undersigned, agree to sell and deliver fuel to the City of Bloomington per the Specification, from contract award through **October 31, 2024**, at the terminal price plus the above listed bid markup, plus applicable State and Federal taxes, and to meet the conditions set forth in the Specifications and General Instructions to Bidders.

Evergreen FS, Inc.

Firm



Authorized Signature

402 N. Hershey Rd.

Address

Bloomington IL 61704

City

State

Zip

309-657-8862

Phone Number

9/30/19

Date

Email Address: mstevens@evergreen-fs.com
r.hoffman@evergreen-fs.com

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED
Bid #2020-18 Citywide Fuel Specifications & Signed Bid Form

The Completion and Submission of This Page with the Bid Is Mandatory

Bid/Contract Requirements:

1. The City is seeking bids for the **markup charged** to the per gallon price of Diesel fuel, with up to a 20% blend of bio and no-leaded gasoline with 10% ethanol delivered to the City's storage tanks.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

2. The term of this contract shall be 12 months November 1, 2019 thru October 31, 2020. The City anticipates awarding the contract on October 28, 2019 for the purpose of "hedging" or the pre ordering of fuel purchases for the City's 2021 Fiscal Year with the successful bidder. This contract will have the option of four (4) one-year renewals based upon overall performance by the successful Bidder and mutual agreement of both parties. The renewals will be granted with City Council approval.

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3. The Bidder shall have sufficient equipment and have access to supplies from the manufacturer so as to be able to deliver any item required in this Specification to any site at any time fuel would be needed. The tanks at the Public Service Department fuel station are accessible by fuel "Transport Tanker Trucks". All other tanks need to be accessed with "Tank Wagons". Delivery of the product may need to be made to the site at the request of the department responsible for the site at a mutually convenient time. The successful Bidder may make arrangements with any site manager to "top" any tank at the site at the convenience of the supplier.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

4. The successful Bidder shall be capable of providing service twenty-four (24) hours per day, seven (7) days per week, including holidays, for emergency deliveries such as during snow removal operations, refueling fire apparatus on working fires, and any other disasters or emergencies declared by the City. The Bidder shall also be capable of "wet hosing" City vehicles/equipment when needed.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

5. The successful Bidder shall supply to the City of Bloomington Fleet Management Department an emergency contact list of their employees who may be contacted for after-hours emergency deliveries. The City of Bloomington Fleet Management Department shall be notified immediately of any changes in the list. The list shall be arranged in the order that the employees should be contacted.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

6. Ordering of fuel for the Public Service Department fuel station:

- A. These tanks are monitored, and ordering is done by the staff of the Fleet Management Department.
- B. After consultation, the Fleet Management Department staff will order diesel fuel appropriately blended up to B20 and blends shall be adjusted seasonally to prevent gelling. This adjustment may include any of the following: adjust the Bio Fuel rate, and addition of number 1 diesel fuel, or addition of an additive to the fuel to prevent fuel gelling. Gasoline will be ordered at this time if needed.
- C. Successful Bidder shall notify the Fleet Management Department staff on the day transport loads of fuel are ordered of the delivery time and the price per gallon for diesel fuel and gasoline.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

7. The City has had excellent results with the use of B2-B20 diesel fuel for the past fifteen (15) years. The Bio Fuel to be blended with diesel fuel shall meet the following guidelines:

- A. Used cooking oil will not be allowed in the manufacturing of Bio Fuel.
- B. All Bio Fuel shall be processed by distillation.
- C. The Bio Fuel shall meet ASTM D6751, but will exceed the standard in the following area:
 - a. Glycerin content shall be less than .15%
 - b. Water & Sediment, volume, maximum shall be less than 0.025%
 - c. Copper Strip corrosion, max, 3hr@50C will be no. 1
 - d. Shall pass a 360 Sec. maximum cold soak test
 - e. Cloud point should be less than 2 Degrees C January thru March.
- D. The Bio Fuel must be filtered with a 10-micron filter prior to blending with the diesel fuel.
- E. The Bio Fuel must be injection blended into the diesel fuel.
- F. The Bidder's Bio Fuel tanks must be heated to prevent gelling and fallout.
- G. The Bio Fuel provider must be a BQ9000 producer or in the qualification process.
- H. No change of Bio Fuel provider shall be made without prior approval by the City.
- I. Bidder must provide documentation of #7C; a-d, 7D & 7E, #8, and #9 at the time of delivery. The Fleet Management Department may waive this requirement (#7 C-E with each load) after a history is established but reserves the right to re-establish the requirement or ask for spot checks of the loads.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

8. If at any time during the term of this contract, the City deems it no longer economical to add Bio Fuel to the diesel fuel, then the City reserves the right to discontinue adding the Bio Fuel to the diesel fuel.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

9. No-Lead Gasoline shall be as defined by the Society of Automotive Engineers (SAE) as Regular Gasoline with an Octane Rating of not less than 87 Octane.
- A. Octane Rating will be found using the Anti-Knock Index (AKI). This is the Research Octane Number (RON) plus the Motor Octane Number (MON) divided by 2 or $(R+M)/2$.
 - B. No-lead shall contain 10% Ethanol.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

10. On-road #2 Ultra Low Sulfur Diesel Fuel shall have a Cetane rating of 40.0 minimum and a flash point rating of 130-degree Fahrenheit minimum. Cloud Point 14 degrees Fahrenheit maximum. Pour Point 0 degrees Fahrenheit maximum. Viscosity of 1.9 Minimum and 4.1 Maximum 104 degrees Fahrenheit.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

11. Bidders will provide detailed specifications of their products with their bids.
- Specifications
Shall include Product Properties, ASTM Test Method used, Test Results Minimums And Maximums.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

12. The successful Bidder shall supply all MSDS sheets for their products to the Fleet Management Department.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

13. The successful Bidder will provide all necessary information to the City and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc. as may be required by applicable regulatory agencies.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

14. During the term of this contract the City may install more gasoline and diesel fuel storage tanks. The successful Bidder will be kept updated as additional tanks are put into service.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

15. The successful Bidder shall operate a local tank farm with the ability to deliver fuel from the tank farm to the City or shall provide a fueling location in the city limits of Bloomington, IL. that the City can access 24 hours a day 7 days a week including all holidays in the event of a natural or man-made disaster.

Please list locations below:

Route 150 Bulk Plant -	1808 Morrissey Dr.
	Bloomington, IL 61704
Farm Town EAST STOP -	1808 Morrissey Dr.
	Bloomington, IL 61704

Please list the daily average amount of product available of no lead and diesel fuel below:

Daily average amount of NO LEAD Fuel	~ 20,000 gal
Daily average amount of DIESEL Fuel	~ 100,000 gal

16. The successful Bidder shall employ a full-time Energy Manager available to discuss needs and fuel pricing with the City during the term of this contract.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

17. The successful Bidder shall allow the City to 'hedge' or pre order 'wet gallons' fuel for the contract period.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

18. The successful Bidder shall be able to perform testing of gasoline & fuel products for contamination and cleaning of the interior of the City's fuel tanks at no charge to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

19. Successful Bidder shall provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

20. Successful Bidder shall provide bulk deliveries of Diesel Exhaust Fluid (DEF Fluid) to any of the City's bulk storage DEF tanks. DEF Fluid must have 32.5% Urea and 67.5% distilled water.

Compliance with Specifications	Mark Appropriate Box
Comply	☒
Does Not Comply	☐
State Variation	☐

CHART OF TANK SIZES, TYPE AND LOCATIONS

Current as of September 2019

Fuel tank sizes and locations to refuel fleet vehicles and equipment:

Public Service Department - 401 S. East St.

One - Diesel 10,000 gal. UST

One - Gasoline **unleaded** 6,000 gal. UST

Fleet Management Department places the orders for these two tanks

Bloomington Water Department at Lake Bloomington

One - Gasoline 500 gal. AST Lake Bloomington Water Treatment Plant

One - On Road Diesel 500 gal. AST Lake Bloomington Water Treatment Plant

These two tanks are normally on a keep filled basis

Parks and Golf Courses

One - On Road Diesel	500 gal. AST	Forrest Park Maintenance Facility
One - Gasoline	500 gal. AST	Forrest Park Maintenance Facility
One - Off Road Diesel	500 gal. AST	Highland Golf Course
One - Gasoline	500 gal. AST	Highland Golf Course
One - Off Road Diesel	500 gal. AST	Prairie Vista Golf Course
One - Gasoline	500 gal. AST	Prairie Vista Golf Course
One - Gasoline	300 gal. AST	Prairie Vista Golf Course
One - Off Road Diesel	500 gal. AST	The Den Golf Course
One - Gasoline	500 gal. AST	The Den Golf Course

These fuel tanks are normally on a "keep filled" basis.

Emergency Generators

The City also has many emergency generators at various locations in the Bloomington/Normal area and at Lake Bloomington for emergency operations. The successful Bidder will receive the list of emergency generators after the award of the contract. All emergency generators are accessible by tank wagons. Some emergency generators are on keep fill, but most have fuel ordered as needed by city staff.

Renewal Options

1st Renewal: November 1, 2020 through October 31, 2021

2nd Renewal: November 1, 2021 through October 31, 2022

3rd Renewal: November 1, 2022 through October 31, 2023

4th Renewal: November 1, 2023 through October 31, 2024

CITY OF BLOOMINGTON FUEL STRATEGY

Purchase approximately 50% of yearly fuel in the Evergreen FS Risk Management Program. Take delivery of fuel 50% of monthly use each month. Buy the remaining 50% each month on the market. Decide when to use Program fuel and when to buy fuel off the market each month, based on fuel prices and trends for the month.

Risk Management Program

The goal of this program is to reduce risk by locking in fuel prices during a time frame that historically offers fuel oil prices that are at a low point for the year. This program pools fuel from multiple users to get a volume discount.

Users must be enrolled by mid-December to participate and receive fuel from February 1st to January 30th of the following year. Evergreen takes the total gallons enrolled in the program and buys equal amounts of fuel on select trading days from December 1st thru January 30th for each month of the year. The product price is averaged and applied to each month plus applicable State and Federal taxes, and \$0.03 Transport or \$0.20 Tank Wagon per gallon as per our current contract with Evergreen FS. The product price for diesel exhaust fuel is \$0.50 Tank Wagon per gallon under the same contract.

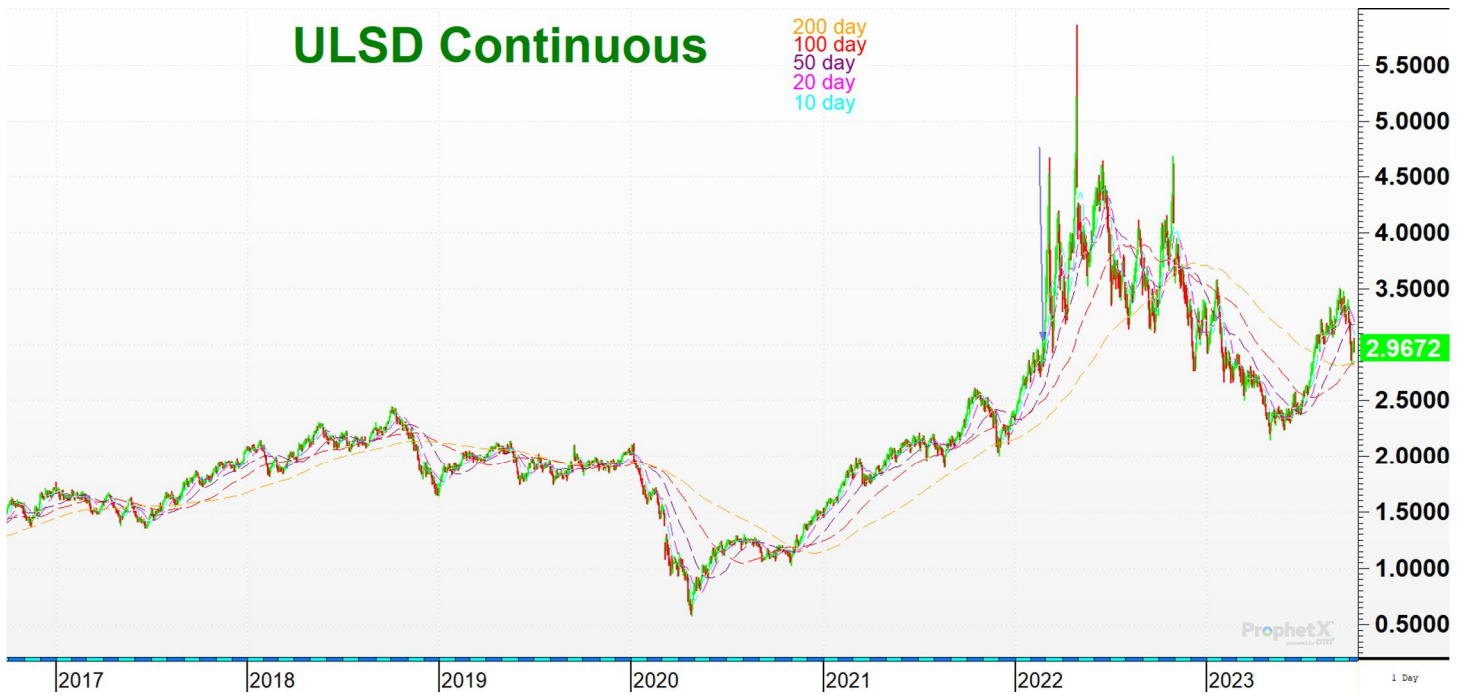
Other agencies that use Risk Management Program

District 87, Unit 5, Olympia, Heyworth, Clinton, Fieldcrest, Town of Normal. This past year, the City placed 50% of their gallons in this program and left the other 50% to purchase at market price which allows for diversity in their fuel purchases. This strategy works well as there are periods when the market price is lower than the contract price, and this allows for a lower average price for the month. Currently the contract price on the Risk Manager Program is averaging higher than the market price due to the Pandemic. Although the hope is that the program price is better than the market price as an average, the main objective is to remove the wide swings of the fuel prices throughout the year, and allow the City to budget more accurately and consistently.

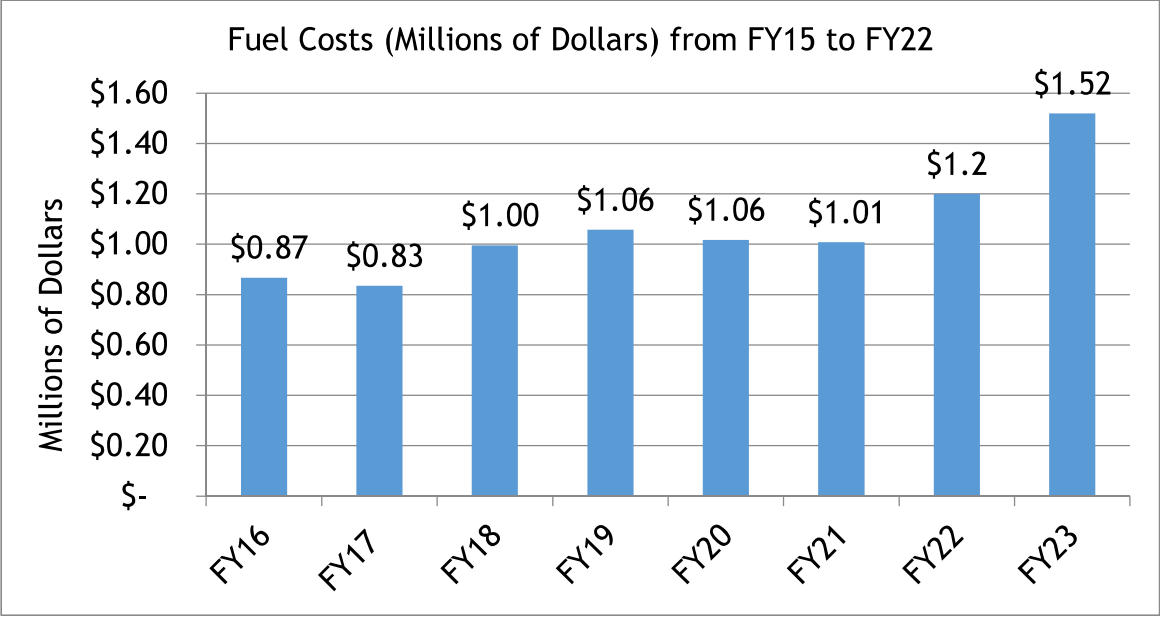
Contract with Evergreen FS

- Services with FS
 - Contracting Fuels
 - Tank wagons fuel working fire trucks, tank farm in town
 - Bio Diesel purity
 - Tank sampling water, microbes
 - Market updates daily

Historical fuel price trends over the last 30 years indicated that fuels should be purchased in the months of November thru December for the following year as shown on the chart below. In the last 5 years, price trends indicate that fuels should be purchased in January and February. As the world economy continues to improve, crude oil costs will increase.



"Providing excellence in stewardship and service."





CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact, Ward 1, and Ward 2

SUBJECT: Consideration and Action on Approving an Agreement with Premier Roofing Design, d/b/a Top Roofing, for the Replacement of the Clubhouse Roof at The Den at Fox Creek Golf Course (Bid #2024-11), in the Amount of \$60,000, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Den at Fox Creek, designed by legendary golfer and course designer Arnold Palmer, is considered to be one of the finest courses in downstate Illinois. It currently receives a 4.5 star rating from the Golf Digest publication putting it in the top 5% of courses nationwide. It hosts many marquee events, most notably the Illinois High School State Finals on an annual basis in October. Additionally, more than half of the play at The Den comes from outside of our community making it a key contributor to our local economy as golfers travel in to play the course and stay at our hotels, eat at our restaurants, etc.

In order to provide customers at The Den with course conditions that match the expected image of the course, we need to replace the roof of the clubhouse. The current roof has shingles that will blow off in storms and land on the golf course. The current roof has met its life span of 20 years.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM on Tuesday, September 12, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Numerous firms downloaded the solicitation but only one, non-local firm, Premier Roofing Design, d/b/a Top Roofing, submitted a bid proposal and was opened on September 12th 2023. Staff reviewed said bid and found to be responsive, responsible, and under budget. The City's Local Preference Policy does not apply because there were no local bidders. A full bid tabulation is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will hire Premier Roofing Design to replace the Den's clubhouse roof in the amount of \$60,000 (Bid #2024-11 The Den Golf Course Clubhouse Roof Replacement). This is included in the FY 2024 Budget for \$75,000. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement Fund" on

pages 183, 230, 324, and 327.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Derri Kerrick, Parks Project Manager

ATTACHMENTS:

[P&R 1B Agreement](#)

[P&R 1C The Den Roof Bid Specs](#)

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

**CITY OF BLOOMINGTON AGREEMENT WITH
PREMIER ROOFING DESIGN
FOR
THE DEN GOLF COURSE CLUBHOUSE ROOF REPLACEMENT**

THIS AGREEMENT, dated this __11__ day of October, 2023, is between the City of Bloomington, IL (hereinafter “CITY”) and Premier Roofing Design (hereinafter “VENDOR”). CITY and VENDOR may hereinafter collectively be referred to as the “PARTIES” and individually as the “PARTY”.

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

2024-11 “The Den Golf Course Clubhouse Roof Replacement” (hereinafter “REQUEST”).

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

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

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

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting

from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes

of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals

by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding

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

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

If to VENDOR:

Premier Roofing dba Top Roofing
2206 N. Main St., Suite 204
Wheaton, IL 60187
Toproofinc@gmail.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR


By: Top Roofing - Abner Catugy
Its CEO

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Scope of Work

The City of Bloomington is seeking to install a new roof on The Den Golf Course Clubhouse building at 3002 Fox Creek Rd, Bloomington IL, 61701. This will include removal of the existing shingles, ventilation, underlayment, drip edge, pipe boots, any compromised sheathing. Replacement of any compromised sheathing, underlayment, drip edge, shingles, pipe boots, and ventilation. Underlayment to be two rows of ice and water shield and synthetic felt. Installation of new 30-year asphalt shingles and new gutter (gutters to be 5") and downspout system.

Contractor Responsibilities

1. Obtain roofing permit from the City of Bloomington.
2. Purchase, delivery, and disposal of all materials.
3. Protection and cleaning of job site.

Specifications

1. Shingles are to have a minimum of a 30-year warranty with a 130 MPH wind rating. Dark Grey in color. Bring sample board to pre-bid Meeting.
2. Granulated ice and water shield and synthetic felt to be used.
3. White drip edge, gutter apron, and gutters.
4. If box vents are to be used rather than ridge vent, vents are to be black in color.

Schedule

1. Work is to begin the week of November 13th, 2023.
2. Working hours are from 7:00 AM – 5:00 PM

EXHIBIT B
COSTS/FEES

The Den Golf Course Clubhouse Roof Replacement					Premier Roofing Design dba Top Roofing	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Base Bid will be inclusive of all work and requirements listed in the specifications. Bids will be valid for 90 days following the bid opening.	1	LS	\$60,000.00	\$60,000.00
Total						

Payment

Upon satisfactory completion of work and within 45 days of receipt of invoice.

The Den Golf Course Roof Bid Specifications

7/31/2023

Scope of work:

1. New roof on The Den clubhouse building. 3002 Fox Creek Rd, Bloomington IL, 61701
2. Remove existing shingles, ventilation, underlayment, drip edge, pipe boots, any compromised sheathing.
3. Replace any compromised sheathing, underlayment, drip edge, shingles, pipe boots, and ventilation. Underlayment to be two rows of ice and water shield and synthetic felt.
4. Install new 30-year asphalt shingles.
5. Install new gutter and downspout system. Gutters to be 5".

Contractor Responsibilities:

1. Obtain roofing permit from the City of Bloomington.
2. Purchase, delivery, and disposal of all materials.
3. Protection and cleaning of job site.

Roof shingles and Accessories:

1. Shingles are to have a minimum of a 30-year warranty with a 130 MPH wind rating. Dark Grey in color. Bring sample board to pre-bid Meeting.
2. Granulated ice and water shield and synthetic felt to be used.
3. White drip edge, gutter apron, and gutters.
4. If box vents are to be used rather than ridge vent, vents are to be black in color.



Parks and Recreation

109 E. Olive St., PO BOX 3157

Bloomington, IL 61702-3157

Phone: 309-434-2260

Schedule:

1. Work is to begin the week of November 13th, 2023.
2. Working hours are from 7:00 AM – 5:00 PM



EVALUATION TABULATION

ITB No. Bid #2024-11

The Den Golf Course Clubhouse Roof Replacement

RESPONSE DEADLINE: September 12, 2023 at 10:00 am

Report Generated: Thursday, September 21, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Premier Roofing Design dba Top Roofing	\$60,000.00
Chiattellos Roofing & Construction	\$106,625.00
Tiles in Style, LLC	\$148,850.00

THE DEN GOLF COURSE CLUBHOUSE ROOF REPLACEMENT

Base Bid

The Den Golf Course Clubhouse Roof Replacement						Premier Roofing Design dba Top Roofing		Chiattellos Roofing & Construction		Tiles in Style, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure		Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid will be inclusive of all work and requirements listed in the specifications. Bids will be valid for 90 days following the bid opening.	1	LS		\$60,000.00	\$60,000.00	\$106,625.00	\$106,625.00	\$148,850.00	\$148,850.00

EVALUATION TABULATION

ITB No. Bid #2024-11

The Den Golf Course Clubhouse Roof Replacement

The Den Golf Course Clubhouse Roof Replacement					Chiattellos Roofing & Construction		Premier Roofing Design dba Top Roofing		Tiles in Style, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Total						\$106,625.00		\$60,000.00		\$148,850.00

EVALUATION TABULATION

Invitation to Bid - The Den Golf Course Clubhouse Roof Replacement



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Contract with Amereco, Inc., (RFP 2024-18), for Lead-Based Paint Inspector/Risk Assessor Services on an "As Needed" and unit price basis for a One-Year Term with Three One-Year Options Based Upon Acceptable Performance as determined by the Economic & Community Development Grant Manager, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock

BACKGROUND: The Economic & Community Development Department manages several residential housing rehabilitation programs funded through Federal, State, and local sources to correct code violations and eliminate health, life, and safety issues within homes. As a part of these housing rehabilitation programs, the City is often required to complete lead-based paint risk assessments in order to abate or use interim controls to treat lead-based paint hazards. To ensure applicable Federal, State, and local regulations are followed, lead-based paint assessment, lead-based paint scope of work development, and clearance services are contracted for housing rehabilitation projects that require or elect (when an eligible, but optional expense) lead-based paint treatment.

The City released a Request for Proposals ("RFP") for these services on September 21, 2023. Bids were accepted until the bid opening date of October 4, 2023. Amereco, Inc. submitted the only bid for these services with the price breakdowns listed below.

Service	Price Per Unit
Risk Assessment and Report	\$820.00
Clearance Testing	\$575.00
Scope of Work and Per Unit Cost Estimate	\$500.00

This contract is for a one-year term with three one-year options based upon acceptable performance. There were three City employees on the selection committee. The proposal was evaluated based on company experience, qualifications of the individuals providing services, references, proposed cost, and responsiveness to the RFP requirements. The previous lead-based paint assessment and clearance services contract was also with Amereco, Inc.

FY24 is anticipating expenses of \$33,000. If the contract options are renewed, future

expenses will be included in the applicable future budget years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The RFP was made publicly available through the City's OpenGov portal from September 21, 2023, through October 4, 2023 and advertised in *the Pantagraph*.

FINANCIAL IMPACT: If approved, the City will enter into a contract with Amereco, Inc., (RFP 2024-18), for Lead-Based Paint Inspector/Risk Assessor Services on an "As Needed" and unit price basis for a One-Year Term with Three One-Year Options Based Upon Acceptable Performance as determined by the Economic & Community Development Grant Manager. In FY 2024 the per unit pricing total is \$33,000. Services provided through this contract will be paid from the following accounts: Community Development Rehabilitation-Other Purchased Services account (22402430-70690-51000) for \$15,000, HRAP Other Purchased Services account (22502520-70690-55100) for \$6,000, LHC REHAB-Other Purchased Services account (22402470-70690-51000) for \$10,000, and Community Enhancement-Other Expenditures-ARPA account (10015430-79990-75101) for \$2,000. The overall cost of services under this contract is dependent on the number of housing rehabilitation projects that require or opt to use these services for eligible program expenses. Stakeholders can locate the 2 Community Development accounts listed in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 20 and 21. The other 2 accounts were added via Budget Amendments approved by City Council during FY 2024 and are thus not included in the Budget Books.

AMERICAN RESCUE PLAN FUNDING IMPACT: Services under this contract may be used for the ARPA Housing Rehabilitation Grant Program.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area); 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), Objective H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), and Objective H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities); Goal H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City), Objective H-2.3 (Rehabilitate housing in the designated Regeneration Area).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:
[E&CD 2B Contract](#)

CITY OF BLOOMINGTON AGREEMENT WITH

Amereco, Inc.

FOR

LEAD-BASED PAINT INSPECTOR/RISK ASSESSOR

THIS AGREEMENT, dated this ____ day of _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Amereco, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

☐

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

☒

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

RFP #2024-18 Lead-based Paint Inspector/Risk Assessor (hereinafter "REQUEST").

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

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

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

☒

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

☐

This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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



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

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

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

If to VENDOR:

Amereco, Inc.
Attn: Zachary Heine
54 Michigan Avenue
Valparaiso, IN 46383
zheine@amerecoeng.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

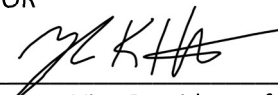
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its Vice President of Operations

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

- A. **Lead Inspection/Paint Testing:** The Contractor shall perform a visual inspection and paint testing of only painted surfaces to be disturbed. The Contractor shall provide a summary of the findings including location tested, number of samples analyzed, and laboratory results.
- B. **Lead Inspection/Risk Assessment:** The Contractor shall perform comprehensive inspections and risk assessments on all interior and exterior surfaces for the purpose of determining the presence, type, severity, and location of lead-based paint hazards, including lead hazards in paint, dust, and soil, through the use of, but not limited to, X-Ray Fluorescence (XRF) analysis with portable analytic instruments, dust wipes (minimum of 3), and the collection of soil samples (minimum of 3 samples per side) for laboratory analysis. Note: HUD guidelines do not allow for representative sampling. XRF testing is required for all situations where component replacement is an option.
- a. **Risk Assessment Report:** The risk assessment report shall document the findings of the risk assessment or inspection, including any inspection or testing of painted surfaces and the collection and analysis of samples for determining the lead content in dust, soil, and/or water.
1. **Summary of Risk Assessment:** The Consultant shall prepare an executive summary written in simple, easy to understand English describing the on-site investigation conducted and the results. The summary must be in the basic format found at 24 CFR Part 35 Subpart B and include the names of all risk assessors performing the services, the date the site was visited, and the samples collected. The summary must also include a schematic floor plan of the dwelling unit, all identified lead-based paint and/or lead-based paint hazards, and their locations.
 2. **Scope of Work:** The report shall identify requirements for lead abatement, interim controls, standard treatment, lead safe work practices and waste disposal, noting any special circumstances and considerations. The report shall contain specifications for lead hazard control methods and standard treatments such as specialized cleaning, paint stabilization, interim treatment, door replacement treatments, enclosure, and encapsulation. The report shall clearly identify lead hazard control actions in order for the contractor to assign cost values to each item when submitting a bid to perform the work.
 3. **Occupant Protection:** The report shall outline the measures necessary to protect occupants during lead hazard control work.
 4. **Notice of Lead Hazard Evaluation Results:** A Notice of Evaluation Results suitable for distribution by the owners of the property shall be provided with the Risk Assessment Report.
 5. **Timeline:** A complete inspection/risk assessment reports shall be submitted to the City's Rehabilitation Specialist within fifteen (15) calendar days of the order for testing.

- C. **Clearance:** The final clearance process shall include a visual assessment and collection and analysis of environmental samples. Final clearance testing shall be conducted in accordance with all federal, state, and local regulations and include the following:
- a. **Visual Inspection:** The Consultant shall conduct a visual inspection and assessment of the completed lead hazard control work and determine the unit's preparedness for the final dust wipe collections.
 - b. **Dust Wipe Collection:** The Consultant shall perform final dust wipes collection and submit to laboratory for analysis.
 - c. **Lead Hazard Clearance Report:** The Lead Hazard Clearance Report shall document the methods used to evaluate the presence of lead hazards and the results of such evaluation. The report shall, at a minimum, contain the following information:
 - 1. A summary of prepare the letter of lead-based paint hazard collection compliance to the approved specification.
 - 2. Copies of the dust wipes sample test results.
 - 3. A written management plan with a detailed description of the levels and locations where lead-based paint still exists in the unit.
 - 4. A written procedure for monitoring and maintenance of areas that contain hazardous levels of lead-based paint for the purpose of ensuring it stays in an intact and safe condition.
 - d. **Notice of Lead Hazard Clearance:** A Notice of Lead Hazard Clearance suitable for distribution by the City to owners of the property shall be provided with the Clearance Report.
 - e. **Timeline:** A complete Lead Hazard Clearance report shall be submitted to the City's Rehabilitation Specialist within fifteen (15) calendar days of the order for testing. Clearance testing results must be completed within twenty-four (24) hours of the request for programs funded through HUD's Office of Lead Hazard Control and Healthy Homes.
- D. **Laboratory Services:** All laboratories selected for use in the lead-based paint hazards and evaluation reports shall hold all accreditations and recognitions needed to conduct lead testing services as governed by the regulatory agencies having jurisdiction over such work. At a minimum, the laboratory used by the Consultant shall be recognized by the US Environmental Protection Agency (EPA) National Lead Laboratory Accreditation Program (NLLAP) for analysis performed under this contract and shall use the same analytical method used for obtaining the most recent NLLAP recognition.

Note: The Consultant will be responsible for the costs associated with the shipping of all samples to testing laboratory for analysis. Costs should be considered for inclusion in the proposal.

E. **Other Requirements**

The Consultant shall:

- a. Ensure that all lead inspectors and risk assessors performing work will maintain the required licensure.
- b. Ensure that all requested services are performed in accordance with HUD's Lead Safe Housing Rule (24 CFR Part 35).
- c. Have the ability to be on-site for initial inspections within four (4) business days of the request and within thirty-six (36) hours for clearance requests. Clearance testing must be completed within twenty-four (24) hours of the request for programs funded through HUD's Office of Lead Hazard Control and Healthy Homes.
- d. Have the ability to be on-site for re-wipes or special project circumstances within thirty-six (36) hours of the request. Re-wipes or special project circumstances request for projects funded through HUD's Office of Lead Hazard Control and Healthy Homes must be completed within twenty-four (24) hours of the request.
- e. Shall be considered independent contractors and shall be wholly responsible for the performance of these services. The City shall have no right to supervise the methods used, but it shall have the right to observe such performance.
- f. Provide services and documents consistent with a long-term professional relationship. Specific terms and conditions shall be determined by final contract and/or continuing service agreement.

EXHIBIT B
COSTS/FEES

1. Risk Assessment Report (\$820.00 per unit)
2. Clearance Testing (\$575.00 per unit)
3. Scope of Work and Per Unit Cost Estimate (\$500.00 per unit)



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving a Risk Management/Insurance Brokerage Services Contract with Gallagher for a set three (3) year period in the amount of \$39,000 annually, for a cost of \$117,000, with the option to renew for two (2) additional one-year terms with City Manager approval for a cost of \$40,170 and \$41,375 for a potential total five (5) year cost of \$198,545, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND:

The City of Bloomington has conducted RFP #2024-09 for Risk Management/Insurance Brokerage Services.

Proposals were solicited to establish a contract with a qualified and experienced Insurance Brokerage Firm to develop, market, and establish a comprehensive Risk management/Insurance brokerage program to cover all lines of business, excluding those within the employee benefits program.

SCOPE OF SERVICES:

1. Assess the City's operational risks and provide recommendations regarding the appropriate types of insurance for the City, the levels of coverage necessary to protect the City from reasonable risks, the levels of deductible or self-insured retention for each policy to provide the best balance of risk limitation and lower premiums and such other factors as the broker shall recommend.
2. Prepare insurance specifications, solicit bids, evaluate responses, and provide a recommendation of award to the City at least 45 days prior to expiration.
3. Represent the City, as directed, in negotiations with insurers or prospective insurers and

other parties regarding insurance and risk management matters.

4. Assist the City with the completion of all applications, documents, and data gathering which may be requested by insurance companies.
5. Administer the placement of coverage and provide original binders, policies, and endorsements as required. Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.
6. Provide advice and guidance on new laws, regulations, and procedures in the area of insurance and Risk Management administration.
7. Assist City staff in settling claims or grievances relating to liability issues.
8. Provide advice on the appropriate levels of insurance in developing insurance requirements, assumption of liability, and other risk management issues as requested for various contracts (leases) and bids (design, construction, and services). Notify the City whether the insurance programs of the City are in compliance with the insurance requirements of contracts and/or agreements.
9. Issue certificates of insurance as requested to third parties.
10. Assign an Account Manager to the City who will be responsible for communication with the City and who, along with any other team members assigned, shall be available to the City for advice and consultation on insurance program-related issues and concerns.
11. Meet with City staff, on an as-needed basis, to review the outstanding coverage for the City to assure that the City maintains appropriate levels of insurance and shall notify the City of any new developments in the industry or markets generally that may affect the City in any way or that impact the insurance coverage or policies sought by the City.
12. Attending on request, City meetings related to the insurance program, such as quarterly claims reviews and insurance renewal.
13. Provide a schedule of policies in force, the coverage amounts, deductible amounts, and premium paid, for each policy to serve as a desk reference.
14. Provide such other services customarily required of a municipal insurance broker the City may reasonably request, including, but not limited to, an annual stewardship report, assisting in the selection and monitoring of a third-party administrator, analyses of participating in a risk pool or cooperative, and loss control services.

Proposals were considered from qualified and experienced firms that are established in the business of Risk Management / Insurance Brokerage Services, and who in the judgment of the City, are financially responsible. Through prior work performed, firms were required to demonstrate evidence of reliability, ability, experience, and personnel to perform the services.

Proposals were received from Gallagher, Holmes Murphy, and Marsh MMA Midwest. The three firms were scored on the following:

- Insurance Market Access
- Customer Service
- Technology / Benchmarking
- Overall Interview / Presentation Quality

The evaluation team consisted of:

Nicole Albertson, Human Resources Director

Alex Rosas, Safety and Risk Manager

Mike Nugent, Insurance Consultant

Misty Shafer, Procurement Specialist

Gallagher received the highest score, and it is recommended to pursue this partnership.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into a Risk Management/Insurance Brokerage Services Contract with Gallagher for a set three (3) year period in the amount of \$39,000 annually for a cost of \$117,000 with the option to renew for two (2) additional one-year terms with City Manager approval for a cost of \$40,170 and \$41,375 for a potential total five (5) year cost of \$198,545. If approved, \$39,000 will be included in the FY 2025 Proposed Budget to be paid from the Casualty Insurance-Other Professional & Technical Services account (60150150-70220). The future year amounts will be included in subsequent year budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Alex Rosas, Safety and Risk Manager

ATTACHMENTS:

[HR 1B Gallagher Client Services Agreement](#)

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “**Agreement**”) is made and entered into as of the 1st day of December, 2023 (the “**Effective Date**”) by and between City of Bloomington, an Illinois Public Entity, Municipal (“**Client**”), and Arthur J. Gallagher Risk Management Services, LLC, a Delaware limited liability company, and its licensed brokerage affiliates (“**Gallagher**”). Client and Gallagher shall each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the “**Services**”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of three (3) years, with an option to renew for two (2) additional one-year terms. This Agreement may be renewed upon mutual agreement of both parties on the first anniversary of the Effective Date for one (1) year. This Agreement may be terminated by either Party at any time upon sixty (60) days’ prior written notice. In the event of any such termination, Gallagher will work with Client during such 60-day period to transition its account as directed.

II. SERVICES

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client’s insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client’s failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client’s insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client’s risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client’s behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client’s policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client’s policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

D. Client has no obligation to purchase an insurance product through Gallagher.

III. COMPENSATION, TAXES AND FEES

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. Fees for post insurance placement Services may also be included in Exhibit A.

B. Based on market increases including, but not limited to, inflation, labor, overhead, and other good faith increases in the cost to Gallagher to provide the Services, the fees for the Services shall be adjusted on the first day for each renewal term. For each renewal term, provided the Services remain substantially similar to those provided in the initial term, the fees for the Services shall be increased three (3%) percent over the prior year.

C. Gallagher's fees under this Agreement shall be earned on as pro-rata basis. All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

D. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

IV. ADDITIONAL COMPENSATION AND FEES

A. In addition to the fees set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher agrees that it shall not accept contingent or supplemental commissions on any of Client's placements.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and solely to the extent that, such return premiums or other payments are disputed by Client.

V. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, Confidential Information means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which

such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). In addition, Gallagher may also utilize anonymized/de-identified Client data in connection with data analytics, service enhancement initiatives and similar business purposes. Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

This Agreement is subject to the Freedom of Information Act (FOIA).

VI. LIABILITY LIMITATIONS

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, or punitive damages or for any attorneys' fees other than as described in Section VII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

VII. MISCELLANEOUS

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying Party's: (i) breach of any representation, warranty or covenant made by such Party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior

written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party's obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under this Agreement shall be brought in federal or state court in McLean County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, LLC**

CITY OF BLOOMINGTON

By: 
Derek Wright (Oct 12, 2023 07:48 CDT)

By: _____

Name: J. Derek Wright

Name: _____

Title: _____

Fee: \$ 39,000 – Policy term 12/1/2023 to 11/30/2024

Fee: \$ 39,000 – Policy term 12/1/2024 to 11/30/2025

Fee: \$39,000– Policy term 12/1/2025 to 11/30/2026

EXHIBIT A

City of Bloomington

BROKERAGE SERVICES FOR POLICY TERM 12/1/2023 to 11/30/2026

Coverages provided under this Service Agreement: Property (including Inland Marine) General Liability, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Public Officials Liability (including Employment Practices Liability), Employee Benefits Liability, Excess Liability, Excess Workers Compensation, Boiler & Machinery, and Crime

1. Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
2. Prepare Renewal Spreadsheets and forms. Obtain renewal information from the Client and Consultant.
3. Produce comprehensive submissions, based on underwriting data compiled and present to each selected market.
4. Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
5. Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
6. Arrange for binders to be prepared and deliver binders to the Client and copy to Risk Management Consultant.
7. Review the accuracy of all policies and obtain corrections where needed in a timely manner.
8. Distribute copy of policies to both the Client and Risk Management Consultant.
9. Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
10. Issue or arrange for issuance of Auto ID cards and Certificates of Insurance (within 24 hours) as requested by the Client.
11. Act as Liaison if necessary between claims TPA/Insurance Carrier(s) and Client
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board.
13. Review Insurance Contracts/Vendor Certificates as requested.



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority Strong Communities Program, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4c. Preservation of property/home valuations

BACKGROUND: In May 2023, the Illinois Housing Development Authority (“IHDA”) announced a request for applications under the Strong Communities Program (“SCP”). Applications were available to municipalities, counties, and land banks for the acquisition, maintenance, rehabilitation, and demolition of abandoned residential properties. The City of Bloomington Economic & Community Development Department applied for these funds. In September 2023, IHDA announced the City was awarded \$103,000 in SCP Round Two funds. Specific uses for these funds will be decided based on the needs of properties that qualify for this program.

This Resolution is requested by IHDA as a part of the grant closing process. The grant period will be for two years. The City has a long history of receiving IHDA revitalization and repair program funding for different housing and community development needs, which included SCP Round One funds. With SCP Round One funding, the City demolished three abandoned properties that were not suitable for rehabilitation. Once cleared, these parcels were provided to Habitat for Humanity of McLean County for the construction of new affordable housing units for the community. Additionally, the removal or rehabilitation of abandoned properties in a state of disrepair will have a positive impact on property values within the impacted neighborhoods of the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Removal or rehabilitation of abandoned residential properties was an identified need in the City's 2020-2024 Community Development Block Grant ("CDBG") Consolidated Plan. This plan serves as a foundation for many community development initiatives undertaken with Federal and State grant funds. The 2020-2024 CDBG Consolidated Plan was built on significant community feedback and engagement to identify a variety of community development needs within the City. IHDA SCP funding helps address the needs described in this plan.

FINANCIAL IMPACT: Failure to submit award documents would result in the loss of \$103,000 in grant funding to support community revitalization projects within the City.

Reimbursement for staff time on administration of the program is included in the program budget.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal N-1 (Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods), Objective N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area); 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), Objective H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), and Objective H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities); and Goal H-2 (Ensure reinvestment in the established older neighborhoods and compact development of the City), Objective H-2.3 (Rehabilitate housing in the designated Regeneration Area).

Respectfully submitted for consideration.

Prepared by: Catherine Dunlap, Grant Specialist

ATTACHMENTS:

[E&CD 3B Resolution](#)

[E&CD 3C Bloomington Officers Certificate of Incumbency](#)

RESOLUTION NO. 2023 - _____

A RESOLUTION APPROVING THE ACCEPTANCE OF A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY STRONG COMMUNITIES PROGRAM

WHEREAS, the City of Bloomington (the “Recipient”) has been awarded a grant (the “Grant”) from the Illinois Housing Development Authority (the “Authority”) program administrator of the Strong Communities Program Round 2 (the “Program”), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the “Act”), in an amount not to exceed One Hundred and Three Thousand and 00/100 Dollars (\$103,000.00) (the “Grant”) and the City of Bloomington will use the Grant funds to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient’s area, all in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the City Council deems it to be in the best interest of the City of Bloomington to accept the Grant;

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

Section 1. The City of Bloomington is authorized to accept the Commitment and enter into a Program Funding Agreement for the Program (the “Agreement”) with the Authority wherein the City of Bloomington agrees to perform Program services in return for the Grant.

Section 2. The City of Bloomington hereby accepts the Grant, agrees to deliver and/or execute the Commitment and the Agreement and any and all other instruments, certifications and agreements as may be necessary or desirable for the City of Bloomington to perform all of its obligations and duties under the Program (including any amendments, other agreements or supplements).

Section 3. Mboka Mwilambwe, the Mayor of the City of Bloomington, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute on behalf of the City of Bloomington, the Commitment, the Agreement and all other documents and instruments relating to the Grant to be delivered to the Authority in connection with the closing of the Grant and take such further action on behalf of the City of Bloomington as they deem necessary to effectuate the foregoing Resolutions.

Section 4. The City of Bloomington hereby ratifies, authorizes, confirms, and approves any prior action of the City of Bloomington taken in furtherance of the foregoing Resolutions and any and all documents and instruments previously executed on behalf of the City of Bloomington in connection with the Grant.

PASSED this 23RD day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY**

This Officer's Certificate and Certificate of Incumbency (this "Certificate") is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the grant being made by the Authority to the **Bloomington**, an Illinois unit of local government (the "ULG"), and in connection with the Strong Communities Program.

The undersigned hereby certifies that:

- (a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the ULG.
- (b) Attached hereto as **Exhibit A** is a true, correct and complete copy of the Resolutions duly adopted by the ULG on _____ and such Resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) The following persons have been duly elected to the positions in the City set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
_____ Mboka Mwilambwe	_____ Mayor	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of _____, 2023.

Bloomington, IL
an Illinois unit of local government

By: _____
Name: _____
Its: City Clerk_____



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Ordinance Authorizing a Construction Agreement with Wilcox Electric & Service, Inc., for the Police Department Uninterruptible Power Supply Replacement Project (Bid #2024-13), in the Amount of \$163,295, as requested by the Department of Operations & Engineering Services and the Police Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will enter into an agreement with Wilcox Electric & Service to replace an existing 75 kVA Uninterruptible Power Supply ("UPS") in the Police administration building that serves multiple emergency electrical circuits feeding the 911 call center, communication systems, and other emergency operational systems.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 A.M. on Monday, October 9, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Wilcox Electric & Service was the lowest responsible bidder among the three bids opened on October 9th. All bidders are local firms, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is attached. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

As reported by the service contractor, the existing UPS has met the end of its usable service and needs to be replaced. The unit recently failed, which caused the 911 call center to temporarily relocate to an off-site location. Farnsworth Group completed an evaluation of the existing UPS system identifying viable strategies to meet facility emergency power requirements and desired redundancy, ensuring compliance with the National Electric Code and other relevant standards. Farnsworth Group recommended the replacement of the existing UPS with a new internal redundant system and prepared construction documents for these improvements. The documents were solicited as part of Bid #2024-13.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in *The Pantagraph* and *OpenGov* on September 25, 2023. A pre-bid meeting was held on September 29, 2023, at 10:00 A.M.

FINANCIAL IMPACT: If approved, \$163,295 will be awarded to Wilcox Electric & Service, Inc., for this project. The FY 2024 Budget has \$800,000 for City Hall-Life Safety Improvements under the Capital Improvement-Buildings account (40100100-72520). Only a portion of these funds is needed in FY 2024 to move forward with the City Hall-Life Safety projects. The remaining budget funds will be used for this project. Stakeholders can locate the Capital Improvement Fund Budget in the "Other Funds & Capital Improvement" beginning on page 76.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition).

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[BPD 1B Ordinance](#)

[BPD 1C Agreement](#)

[BPD 1D Bid Tab](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH WILCOX ELECTRIC & SERVICE, INC., FOR THE POLICE DEPARTMENT UNINTERRUPTIBLE POWER SUPPLY REPLACEMENT PROJECT (BID #2024-13), IN THE AMOUNT OF \$163,295

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, subject to the provisions of the City Code, City staff is recommending an Agreement with Wilcox Electric & Service, Inc., be approved for the Police Department Uninterruptible Power Supply (“UPS”) Replacement Project (“Project”) in the amount of \$163,295; and

WHEREAS, the Project consists of work necessary to improve and better utilize existing City office space and avoid construction of new facilities or purchase new property; and

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

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

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

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

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

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

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

PASSED this 23rd day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
WILCOX ELECTRIC & SERVICE, INC.
FOR
POLICE DEPARTMENT UPS REPLACEMENT**

THIS AGREEMENT, dated this 17th day of October, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Wilcox Electric & Service, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

Police Department UPS Replacement (Bid 2024-13) (hereinafter "REQUEST").

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

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

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

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting

from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

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

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

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

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

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

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

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

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes

of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

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

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

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

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

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

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

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals

by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.

- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

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

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

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding

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

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

If to VENDOR:

Wilcox Electric & Service, Inc.
Attn: Jeremy Wilcox
1833 W. Hovey Ave.
Normal, IL 61761

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

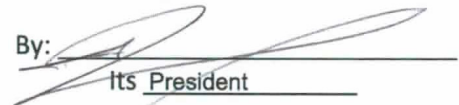
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

WILCOX ELECTRIC & SERVICE, INC.

By: 
Its President

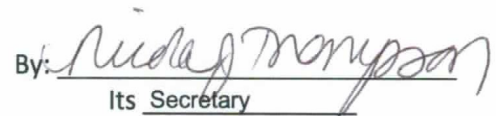
By: 
Its Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract the replacement of the uninterruptable power supply (UPS) at the Police Department facility located at 305 S. East Street. The work includes removing the existing UPS and installing a new dual redundant UPS. Additionally, electrical modification related to the UPS replacement and other general electrical improvements in the facility are included in this work.

START DATE

It is anticipated that the Contractor will have provided all required bonds and insurance documentation so that the contract may be executed by November 1, 2023. No contract work shall commence prior to November 1, 2023.

Date of Substantial Completion: It is understood and agreed that time is of the essence in this contract, and the Contractor agrees to begin actual work covered by this Contract after notification by the City of Bloomington to commence work and to prosecute the same with all due diligence to complete all work necessary to have a new fully operational UPS and resume standard operation in the Dispatch Center on or before **April 30, 2024**. It is understood that "Completion" shall mean completion to the point of acceptance by the City of Bloomington, i.e. Substantial Completion/beneficial occupancy. Work must be completed in stages to maintain use of the facility per the plans and specifications.

Completion Date: All work under this contract shall have a completion date of no later than **May 31, 2024**.

Other terms and conditions as outlined in the Procurement Documents.

EXHIBIT B
COSTS/FEES

Police Department UPS Replacement per Plans and Specifications - \$148,450

Contingency - \$14,845

Total Bid - \$163,295



City of Bloomington
Facilities Management

EVALUATION TABULATION

ITB No. 2024-13

Police Department UPS Replacement

RESPONSE DEADLINE: October 9, 2023 at 10:00 am

Report Generated: Monday, October 9, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Wilcox Electric & Service Inc.	\$163,295.00
Wm. Masters Inc,	\$166,100.00
Anderson Electric	\$179,190.00

PD UPS REPLACEMENT

PD UPS REPLACEMENT								
Selected	Line Item	Description	Anderson Electric		Wilcox Electric & Service Inc.		Wm. Masters Inc,	
			Unit Cost	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	
X	1	UPS Replacement & Electrical Work as indicated in Plans and Specifications	\$162,900.00	LS	\$148,450.00		\$151,000.00	
X	2	Contingency (10% of Item #1)	\$16,290.00	LS	\$14,845.00		\$15,100.00	
Total			\$179,190.00		\$163,295.00		\$166,100.00	



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of 2200 Enterprise Drive, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Petitioner, Enterprise Drive Holdings, LLC, is requesting approval of an Expedited Final Plat for 2200 Enterprise Drive. The proposed Final Plat meets the expedited prerequisite requirements of the City Code. It consists of one lot and is located at the southwest corner of Enterprise Drive and Wylie Drive.

The existing Parcel Identification Number (PIN) for the property is 14-31-302-001. This parcel is within the corporate limits of the City of Bloomington and is zoned B-1 (General Commercial) District. The property is a remnant of the Interchange City West Preliminary (Subdivision) Plan and has not been formally subdivided and evaluated for buildability. The parcel is currently vacant. An existing storm sewer runs north-south approximately 15 feet west of the west property line, and, therefore, no western easement within this parcel is necessary.

Tap-on fees are required as part of this Final Plat. A tap-on fee is a fee paid by the landowner/developer so that the City can recoup its cost to install public infrastructure. Enterprise Drive and Wylie Drive have both been previously constructed adjacent to this parcel and the only remaining public infrastructure is a public sidewalk along Enterprise Drive, which is in the Town of Normal's jurisdiction. The Town will seek a performance guarantee for this sidewalk prior to permitting access to Enterprise Drive. See the attached Tap-on Memo for additional information. The proposed Plat complies with the City's minimum lot widths and minimum lot areas as well as easement dedication requirements.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Enterprise Drive Holdings, LLC

FINANCIAL IMPACT: Enterprise Drive Holdings, LLC paid all survey and plat costs. Tap-on fees are required.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities, and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.5 (Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets) and Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses).

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 1B Ordinance
PW 1C Final Plat
PW 1D Owners Petition
PW 1E County Clerks Certificate
PW 1F Owners Certificate
PW 1G School District Certificate
PW 1H Final Plat Checklist
PW 1I Plat Map
PW 1J Tap On Memo
PW 1K Drainage Statement

ORDINANCE NO. 2023 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF
2200 ENTERPRISE DRIVE**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of 2200 Enterprise Drive dated October 5, 2023, legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code; and

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

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

Section 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2. The Final Plat of 2200 Enterprise Drive dated October 5, 2023, legally described in Exhibit “A” and depicted in Exhibit “B”, is hereby approved. Tap-on fees are due prior to recording.

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

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

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

PASSED this 23rd day of October 2023.

APPROVED this _____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, per Document No. 2023-00011568 in the McLean County Recorder of Deeds Office, more particularly described as follows:

Beginning at the Southwest corner of Interchange City West Subdivision in the town of Normal, Illinois on the west right of way line of Wylie Drive, dedicated and platted as Document No. 92-21543 in the McLean County Recorder of deeds Office; thence South 00 degrees 46 minutes 15 seconds West, 135.01 feet on said west right of way line of Wylie Drive; thence southwesterly on said Wylie Drive right of way, 426.62 feet on a tangential curve concave to the Northwest having a central angle of 40 degrees 24 minutes 11 seconds, a radius of 605.00 feet and a chord of 417.84 feet, bearing South 20 degrees 58 minutes 11 seconds West from the last described course: thence South 41 degrees 10 minutes 16 seconds West, 111.51 feet on said Wylie Drive right of way; thence southwesterly on said Wylie Drive right of way, 95.88 feet on a tangential curve concave to the Southeast having a central angle of 07 degrees 54 minutes 16 seconds, a radius of 695.00 feet and a chord of 95.80 feet, bearing South 37 degrees 13 minutes 08 seconds West from the last described course: thence North 90 degrees 00 minutes 00 seconds West, 113.89 feet; thence North 00 degrees 00 minutes 00 seconds East, 690.73 feet; thence South 89 degrees 13 minutes 45 seconds East, 396.63 feet to the point of beginning, in McLean County, Illinois. Containing 218,053.876 square feet (5.006 acres), more or less.

141

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

Now come(s) Enterprise Drive Holdings, LLC, hereinafter referred to as “Petitioner(s)”, respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate therein of the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Final Plat for the subdivision of said property to be known and described as 2200 Enterprise Drive;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none;

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the 2200 Enterprise Drive, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

Jamie H

Name: Enterprise Drive Holdings, LLC / Jamie Huff
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION 2200 Enterprise Drive

A part of the Southwest Quarter (1/4) of Section 31, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows:

Beginning at the Southwest corner of Interchange City West Subdivision in the Town of Normal, Illinois on the west right-of-way line of Wylie Drive dedicated and platted as Document No. 92-21543 in the McLean County Recorder of Deeds Office; thence South 00 degrees, 46 minutes, 15 seconds West 135.01 feet on said west right-of-way line of Wylie Drive; thence southwesterly on said Wylie Drive right-of-way 426.62 feet on a tangential curve concave to the Northwest having a central angle of 40 degrees, 24 minutes, 11 seconds, a radius of 805 .00 feet and a chord of 417 .84 feet bearing South 20 degrees, 58 minutes, 11 seconds West from the last described course; thence South 41 degrees, 10 minutes, 16 seconds West 111.51 feet on said Wylie Drive right-of-way; thence southwesterly on said Wylie Drive right-of-way 95.88 feet on a tangential curve concave to the Southeast having a central angle of 07 degrees, 54 minutes, 16 seconds, a radius of 695.00 feet and a chord of 95.80 feet bearing South 37 degrees, 13 minutes, 08 seconds West from the last described course; thence North 90 degrees, 00 minutes, 00 seconds West 113.89 feet; thence North 00 degrees, 00 minutes, 00 seconds East 690.73 feet; thence South 89 degrees, 13 minutes, 45 seconds East 396.63 feet to the point of beginning, in McLean County, Illinois,

PIN(S): 14-31-302-001

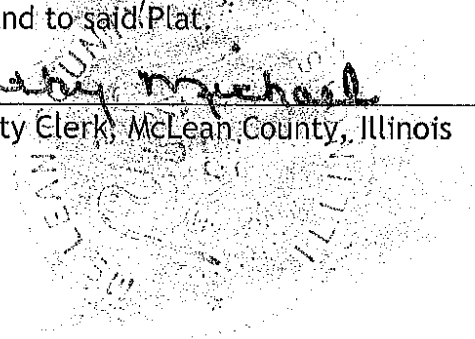
COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 21st day of September 2023, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.



County Clerk, McLean County, Illinois



PIN: 14-31-302-001

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of 2200 ENTERPRISE DRIVE in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "2200 ENTERPRISE DRIVE" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by JEREMY L. SMITH, Registered Illinois Land Surveyor Number 3804; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
2nd day of September, 2023.

[Signature] Manager
EDH LLC
Signature

*where dedication is required under Section 3.5.

NOTARY CERTIFICATE

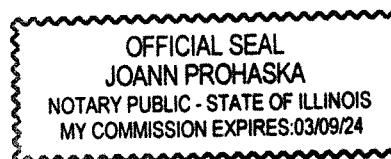
State of Illinois)
)ss.
County of McLean)

I, *Joann Prohaska*, a Notary Public in and for the county and State aforesaid, do hereby certify that *Jeremie Huff* personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this *2nd* day of *September*, 2023.

Joann Prohaska
Notary Public

My commission expires *3-9-24*.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I Enterprise Drive Holdings, LLC as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as 2200 ENTERPRISE DRIVE, to the best of my knowledge, is located within the boundaries of McLEAN COUNTY UNIT DISTRICT NO. 5 in McLean County, Illinois.

Dated this 22nd day of September, 2023.

 Manager-EDHLLC
Owner/Developer



Enterprise Drive Holdings, LLC (2200 Enterprise Drive)

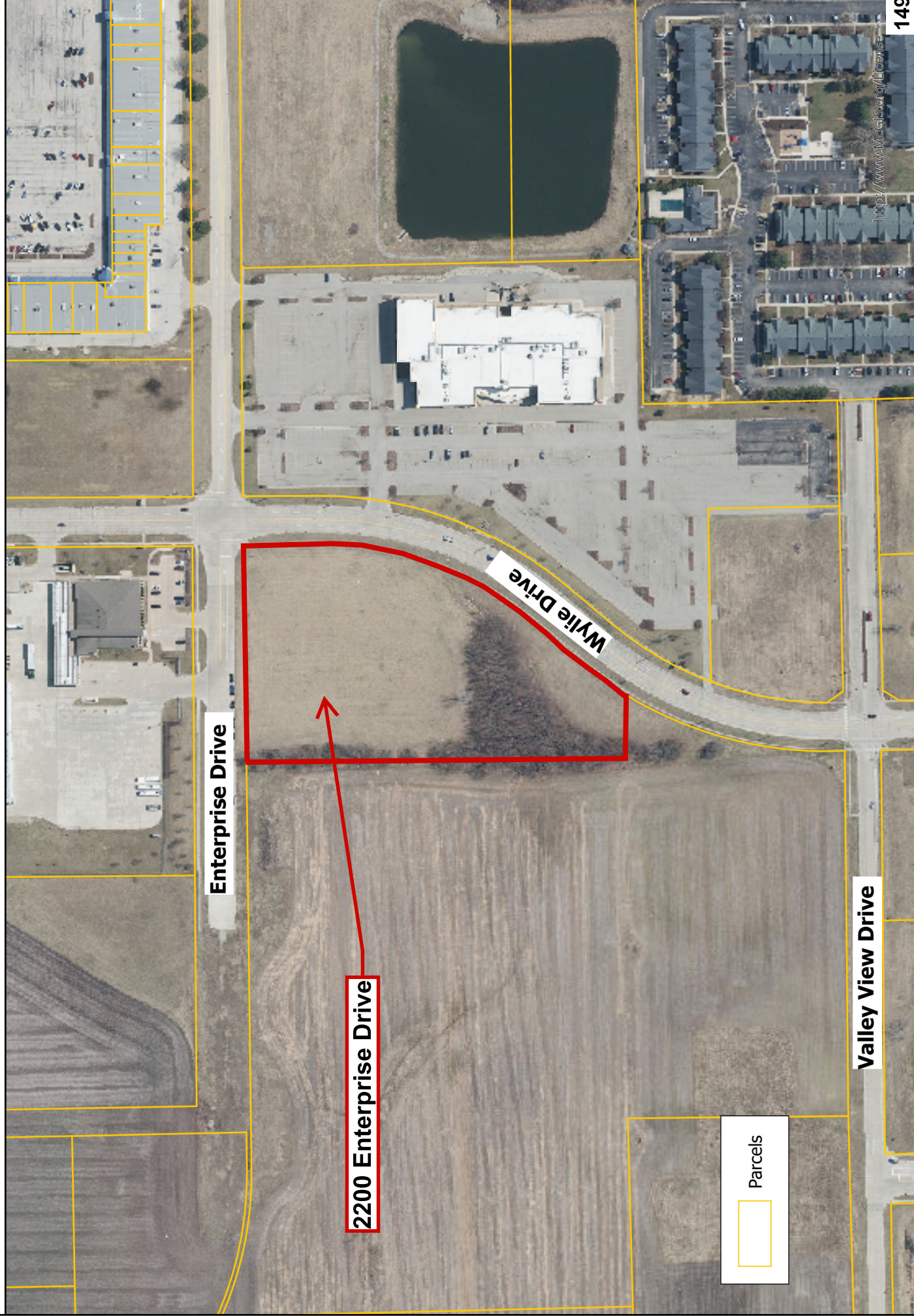
Date Prepared: 10/5/2023

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

2200 Enterprise Drive



Date: 10/5/2023



Valley View Drive

Wylie Drive

Enterprise Drive

2200 Enterprise Drive

Parcels

MEMORANDUM

Date: October 5, 2023
To: Alissa Pemberton, City Planner
From: Steven J. Law, P.E.
Re: **2200 Enterprise Drive**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **2200 Enterprise Drive**. The final plat is scheduled for Council consideration at the October 23, 2023 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due prior to final plat recording:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Interchange West Sewer	51101100-57320	\$5,631.75	\$5,676.91	\$11,308.66
2	Wylie Drive Water Main	50100120-57320	\$13,611.30	\$13,595.88	\$27,207.18
	Total				\$38,515.84

Parcel area: 5.006 acres.

Frontage on Wylie Drive: 769 feet.

- 1) Interchange City West Sewer: \$1,125/ac + 6% interest** from 08/95; CPI used
- 2) Wylie Drive Water Main: \$17.70/foot + 6% interest** from 11/95; CPI used

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

Not Applicable. Performance guarantee for public sidewalk in the Town of Normal jurisdiction will be required to the Town prior to granting access to Enterprise Drive.

Bonds/Guarantees must be in the form(s) and language provided by City Code.

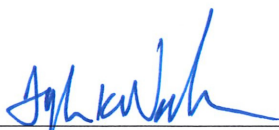
C: Bond for the Improvement of Adjacent Substandard Street

None

cc: Kevin Kothe, City Engineer/Director of Operations and Engineering Services
Bob Yehl, Assistant City Engineer
Chris Tomerlin, Finance
file

DRAINAGE CERTIFICATE

Whereas the surface water drainage will not be changed by the filing of **2200 ENTERPRISE DRIVE**, and to the best of our knowledge and belief, adequate provisions have previously been made for collection and diversion of such surface waters into public areas or drains which the subdivider still has a right to use, in accordance with generally accepted engineering practices, and that there will be no change in such surface waters because of this subdivision.



Illinois Professional Engineer No. 68868
Tyler K. Walker





CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Sales & Service in the B-1 (General Commercial) District, for the Property Located at 415 Detroit Drive, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: The Applicant, FMB Holding, Inc., is requesting approval of a Special Use Permit to allow a Vehicle Sales & Service use for the property located at 415 Detroit Drive.

Summary of Request:

- The proposed Vehicle Sales & Service use would replace a vacant building formerly occupied as a Theater.
- Modifications to the building include the addition of overhead doors to accommodate vehicles.
- No other site changes are proposed.

On Wednesday, August 16, 2023, the Zoning Board of Appeals ("ZBA") held a public hearing, found the request met the standards for approval, and voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions. During preparations for Council, staff discovered the map exhibit in the ZBA memo included 278 feet of undeveloped property not identified in the legal description in the application. All ZBA members were contacted and made aware of the discrepancy in the map exhibit. No members voiced concern and the confirmed recommendation stands for approval of the Special Use Permit to the City Council, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, July 31, 2023, and courtesy notices were mailed to 25 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional Property Tax Revenues, Sales Tax and Vehicle Use Tax. In addition, construction materials may generate additional Sales Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4 (Enhance the image of Bloomington as a business-friendly community), Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 4B Ordinance](#)

[E&CD 4C Staff Report](#)

[E&CD 4D Minutes](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR VEHICLE SALES & SERVICE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 415 DETROIT DRIVE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for Vehicle Sales & Service, for the property located at 415 Detroit Drive, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said application included a Site plan, illustrated in Exhibit “B”, which is attached hereto and made part hereof by this reference;” and

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

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use Permit set forth in Bloomington City Code § 44-1707; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use Permit.

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

Section 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. That the Council hereby adopts the findings of fact of the Zoning Board of Appeals and the Special Use Permit for Vehicle Sales & Service, for the property at 415 Detroit Drive, legally described in Exhibit “A” and illustrated in Exhibit “B”, is hereby approved.

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

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

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

Section 6. This Ordinance shall be effective immediately after its approval and publication as

required by law.

PASSED this 23rd day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 2 OF GKC THEATRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED
JULY 15, 2002, AS DOCUMENT NO. 2002 R 24698 IN THE RECORDER'S OFFICE IN
MCLEAN COUNTY, ILLINOIS EXCEPTING THEREFROM THE WEST 293.14 FEET OF THE
SOUTH 278 FEET OF SAID LOT 2.

TOGETHER WITH ALL AND SINGULAR HEREDITAMENTS, EASEMENTS AND
APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN
MCLEAN COUNTY, ILLINOIS.

PIN: 22-07-200-035

EXHIBIT B
Site Plan



TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: August 16, 2023

CASE NO: SP-20-23, Special Use Permit for Vehicle Sales & Service

REQUEST: Public hearing, review, and action on a petition submitted by FMB Holding, Inc. requesting approval of a Special Use Permit for a Vehicle Sales & Service Use in the B-1 (General Commercial) District, for the property located at 415 Detroit Drive. PIN: 22-07-200-035.

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow a Vehicle Sales & Service in the B-1 (General Commercial) District, per § 44-502B which indicates Vehicle Sales & Service may be permitted as Special Uses in the B-1 District. No waivers to use provisions are requested. The Applicant proposes to modify the interior to accommodate the proposed use. There are no anticipated exterior modifications proposed for the property at this time. According to the Applicant, the property will be primarily utilized for the selling of vehicles. Any servicing of vehicles would occur at the rear of the property.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, July 31, 2023. Courtesy notices were mailed to 25 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 8.32 acres of land located near the intersection of E. Oakland Avenue and Detroit Drive. The property is currently vacant and was formerly occupied as a Theater. Neighboring properties are zoned B-1 (General Commercial) District and contain a mix of commercial uses or are vacant.

Surrounding Zoning and Land Uses:

Zoning		Land Uses
North	B-1 (General Commercial)	Vehicle Repair & Service
South	B-1 (General Commercial)	Office / Vacant
East	B-1 (General Commercial)	Vacant
West	B-1 (General Commercial)	Vacant

Description of Current Zoning District:

The B-1 (General Commercial) District is intended to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. (§ 44-501A).

Subject Code Requirements:

§ 44-502B, "Allowed Uses Table" indicates Vehicle Sales & Service permitted as a Special Use in the B-1 District.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for Vehicle Sales & Service in the B-1 (General Commercial) District.

- 1. The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The establishment, maintenance, and operation of a Vehicles Sales & Service use is appropriate for this location and will not be detrimental to the public health, safety, comfort, or general welfare of the other surrounding uses. ***Standard is met.***

- 2. The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The designation on the City's Future Land Use Map for this area is "Regional Commercial"; the proposed Special Use would not have a negative impact on other uses appropriate for within that designation. The Special Use would contribute to Goal ED-4 (Enhance the image of Bloomington as a business-friendly City), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City) of the 2035 Comprehensive Plan. The proposed Special Use can be expected to maintain property values within the neighborhood by ensuring active occupancy and maintenance of the property. ***Standard is met.***

- 3. The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The proposed use is consistent with the character of other uses in the area. The uses adjacent to the site include a Vehicle Repair & Service use and other compatible commercial uses. Other properties within a two-block radius contain all commercial uses or are commercially zoned vacant property. ***Standard is met.***

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

City water and sewer are already available to the property, roadway and sidewalk access is existing. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by two existing curbs cut along Detroit Drive, which had previously served the former Theater use for an extended time. No exterior modifications are proposed with this request. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The use would be required to meet the standards for the District, including any provisions for bulk requirements, although no exterior modifications are proposed. If any changes occur or servicing of vehicles is further pursued at the site, that would also need to meet all related Code requirements for those changes. No waivers are requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application ***meets*** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

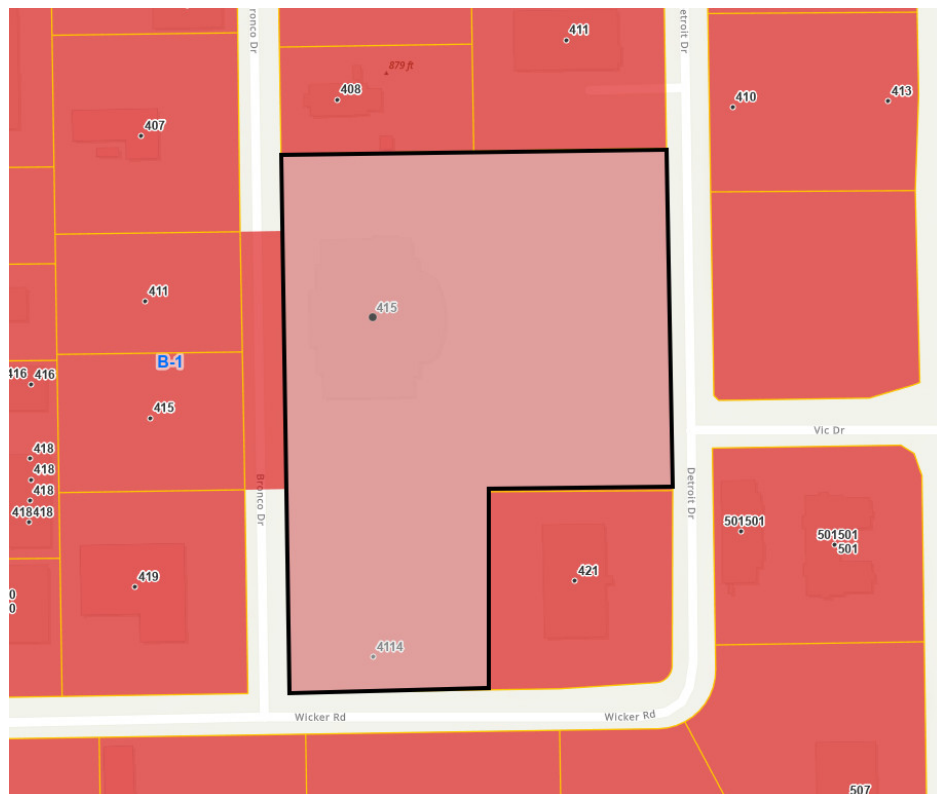
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the request with no conditions.

Respectfully submitted,
Jon Branham
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View
4. Petitioner-Submission - Description of Project
5. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



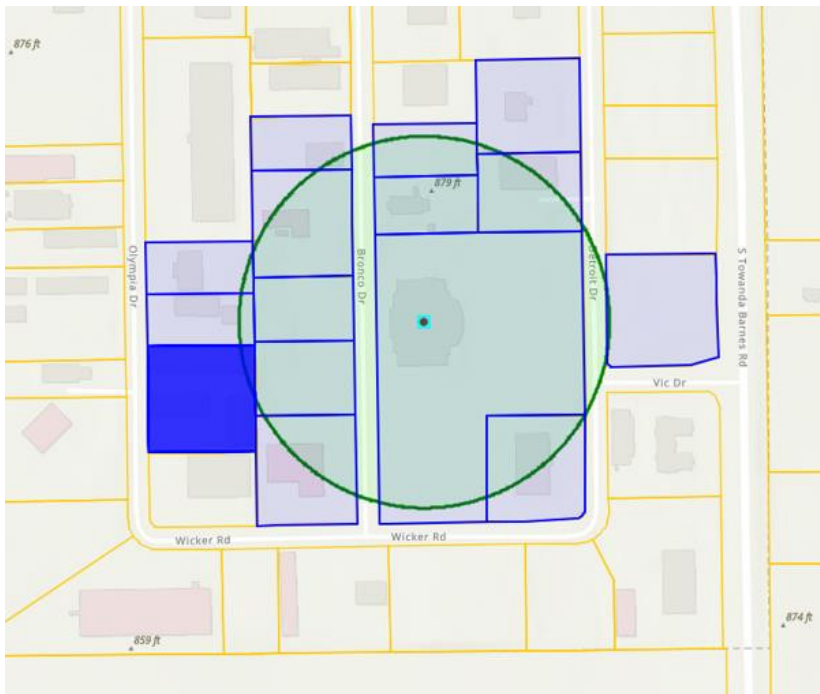
Attachment 3- Ground-Level View



Attachment 4 - Petitioner-Submission - Description of Project

Short Project Description: This property is a former movie theater. The property was constructed for this use and has a large adjoining parking lot. The theater closed approximately two years ago and has remained vacant. Applicant recently closed on the purchase of this real estate and desires to use the premises for the purpose of automobile sales and service if a new movie theater tenant cannot be located. No additional construction would be anticipated other than interior remodeling and improvements to make it usable for this new purpose.

Attachment 5 - Neighborhood notice map



Regular Session

Board Chair Straza reversed the case review order to accommodate arrival of the applicant for Item 5.A.

The following item was presented:

Item 5.B. SP-20-23 - Public hearing, review, and action on a request submitted by FMB Holding, Inc., for approval of a **Special Use Permit** for a Vehicle Sales & Service Use, in the B-1 (General Commercial) District for the property located at 415 Detroit Drive (PIN: 22-07-200-035).

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including that there were no major exterior modifications proposed at this time. He also identified surrounding properties and uses.

Board Chair Straza opened the public hearing.

Joe Dehn (201 W. Olive Street), Attorney for the Applicant, provided further background on the request. He noted the building's previous use as a theater, and stated the new owner is wishing to convert it to primarily accommodate vehicle sales.

Board Chair Straza inquired further about the plans for alterations to the property. Mr. Dehn stated overhead doors would be added at a minimum to accommodate vehicles. He added that no final plans for interior modifications had been finalized.

Board Vice Chair Ballantini inquired about the plans for the currently landscaped portion of the property. Mr. Dehn stated there was no intention to further develop or pave that area.

Board Member Webb inquired about the anticipated timeline. Mr. Dehn stated they had recently closed on the property and were currently working with an architect but would like to move vehicles from the Applicant's existing business as soon as approvals were received.

Board Member Webb inquired about the aesthetics of the proposed use. Mr. Dehn stated there would be no affiliation with another vehicle dealer, and that junk cars would not be maintained at the site.

Board Vice Chair Ballantini inquired about adherence to City regulations on landscaping and screening. Mr. Dehn acknowledged they would meet those requirements.

The Board and Staff discussed procedural items related to nonconforming properties and timelines related to enforcement and discontinuance of Special Use Permits.

Board Chair Straza closed the public hearing.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request.

Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the September 25th City Council meeting.

The following item was presented:

Item 5.A. SP-21-23 - Public hearing, review, and action on a request submitted by Ashley Carrasco, for approval of a **Special Use Permit** for Chicken-Keeping for the property located at 1233 Dogwood Lane (PIN: 14-35-455-009).

Mr. Branham provided the staff report and background on the request, with a recommendation for approval. He noted key property conditions including a fully screened rear yard. He also noted the site plan includes a 10' x 5' enclosed run area which will be attached to the coop.

Board Chair Straza opened the public hearing.

Ashley Carrasco (1233 Dogwood Lane), Applicant, provided further background on the request. She stated she was in the process of constructing the coop and are still a few months away from having chickens at the property.

Vice Board Chair Ballantini asked the Applicant about her experience with chickens. Ms. Carrasco responded she did not have direct experience but had several friends who had chickens.

Vice Board Chair Ballantini asked the Applicant about the requirements. Ms. Carrasco stated she would be keeping food stored in sealed containers in the garage. She confirmed the distance measurements would be met. She also stated she had spoken to a few neighbors and had not received any negative feedback.

Board Chair Straza closed the public hearing.

Board Member Harris made a motion, seconded by Board Member Foley, to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request.

Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the September 25th City Council meeting.



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista, for Property Generally Located at the Northwest Corner of Lutz Road and S. Morris Avenue, Consisting of Approximately 12.15 Acres (PIN: 21-17-451-005), as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Applicant, Wittenberg Woods II, LLC, seeks approval of an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista, which indicated the subject PIN as "Future Phase." The proposed amendment for "Phase 5" will complete the originally envisioned development by subdividing the remaining property.

Summary of Request:

- The Preliminary Plan will allow for final platting and development of the property into 40 single-family and two-family dwelling lots.
- One Outlot for stormwater detention and one large lot for preapproved Multiple-Family Dwellings will also result.
- Access to the property is available from Treeline Drive and Timberline Drive.
- The Preliminary Plan conforms with the standards and purpose of the Subdivision Code; no waivers have been requested.

On Wednesday, October 4, 2023, the Planning Commission held a public hearing and voted 9-0-0 to recommend 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 Thursday, August 10, and again on Monday, September 11, 2023. Courtesy notices were mailed to 102 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Approval of the proposed Preliminary Plan will allow for final platting and future development of roughly 12.15 acres of property into single-family and multiple-family dwellings, helping to fulfill the need for housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis. Additional available

residential units permit more of the local workforce to live locally, increasing the City's property tax base and increasing future revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: 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), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), and Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objectives UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment), UEW-1.2b (Prioritize new development where City services are available or can be extended efficiently and economically), and UEW-1.2c (Promote compact and orderly development of infrastructure consistent with the overall goals of this comprehensive plan).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 5B PS-01-23 Ordinance](#)

[E&CD 5C PS-01-23 Ordinance Exhibit B](#)

[E&CD 5D PS-01-23 Staff Report](#)

[E&CD 5E PS-01-23 Draft Planning Commission Minutes](#)

[E&CD 5F Amended Prelim Plan Wittenberg Woods Phase 5](#)

ORDINANCE NO. 2023 - _____

**AN ORDINANCE APPROVING AN AMENDED PRELIMINARY PLAN FOR WITTENBERG WOODS
AT PRAIRIE VISTA, FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF
LUTZ ROAD AND S. MORRIS AVENUE, CONSISTING OF APPROXIMATELY 12.15 ACRES
(PIN: 21-17-451-005)**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an Application requesting approval of an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista for property generally located at the northwest corner of Lutz Road and S. Morris Avenue, legally described in Exhibit “A”, and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said Application included a document titled “Amended Preliminary Plan for Phase 5 Wittenberg Woods at Prairie Vista”, prepared by Craig M. Earl, Illinois Professional Engineer No. 062-054466, of Farnsworth Group, dated August 9, 2023, depicted in Exhibit “B”, and hereinafter referred to as “Plan”, which is attached hereto and made part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing on said Plan and determined the Plan to be in conformance with the standards of the Subdivision Code and the Official Comprehensive Plan;

WHEREAS, the Planning Commission recommended the City Council approve said Plan;

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

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. The City Council hereby accepts and adopts the findings of fact put forth by the Planning Commission.

Section 3. That the request for approval of the “Amended Preliminary Plan for Phase 5 Wittenberg Woods at Prairie Vista” for the property legally described in Exhibit “A” and depicted in Exhibit “B”, is hereby approved.

Section 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that

are severable from the invalid parts shall remain in full force and effect.

Section 5. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

Section 7. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 23rd day of October 2023.

APPROVED this _____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A part of the of West Half of the Southeast Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian more particularly described as follows: Commencing at the Southeast Corner of said West Half, thence north 40.01 feet along the East Line of said West Half to the Point of Beginning. From said Point of Beginning, thence continuing north 365.99 feet along said East Line which forms an angle to the right of $180^{\circ}-00'-00''$ with the last described course to the Southeast Corner of a tract of land described in Warranty Deed recorded as Document No. 2015-12731 in the McLean County Recorder's Office; thence west 232.00 feet along the South Line of said tract of land which forms an angle to the right of $91^{\circ}-26'-00''$ with the last described course to the Southwest Corner of said tract of land; thence north 202.80 feet along the West Line of said tract of land which forms an angle to the right of $268^{\circ}-34'-00''$ with the last described course to the Northwest Corner of said tract of land; thence east 231.98 feet along the North Line of said tract of land which forms an angle to the right of $268^{\circ}-44'-37''$ with the last described course to the Northeast Corner of said tract of land, being on said East Line of the West Half of the Southeast Quarter; thence north 362.40 feet along said East Line of the West Half which forms an angle to the right of $91^{\circ}-15'-24''$ with the last described course to the Southwest Corner of a tract of land conveyed to the City of Bloomington by Warranty Deed by Corporation recorded September 8, 2005 as Document No. 2005-26735, also being the Southeast Corner of Morris Avenue as dedicated in Wittenberg Woods at Prairie Vista according to the plat recorded September 14, 2004 as Document No. 2004-31490 in said Recorder's Office; thence west 43.02 feet along the South Line of said Morris Avenue which forms an angle to the right of $91^{\circ}-44'00''$ with the last described course; thence north 16.15 feet along the West Right-of-Way Line of said Morris Avenue which forms an angle to the right of $268^{\circ}-16'-01''$ with the last described course to the Southeast Corner of Lot 106 in said Wittenberg Woods at Prairie Vista; thence west 570.00 feet along the South Line of said Wittenberg Woods at Prairie Vista which forms an angle to the right of $90^{\circ}-01'-23''$ with the last described course to the Northeast Corner of Wittenberg Woods at Prairie Vista Second Addition recorded as Document No. 2016-2745 in said Recorder's Office; thence south 647.80 feet along the East Line of said Wittenberg Woods at Prairie Vista Second Addition which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Southeast Corner of Timberline Drive in said Wittenberg Woods at Prairie Vista Second Addition; thence west 56.00 feet along the South Line of said Timberline Drive which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course to the Northeast Corner of Lot 509 in said Wittenberg Woods at Prairie Vista Second Addition; thence south 26.79 feet along the East Line of said Lot 509 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence southerly 110.42 feet along said East Line of Lot 509 and the East Line of Lot 508 in said Second Addition which form an angle to the right of $189^{\circ}-57'-34''$ with the last described course; thence south 156.19 feet along the East Lines of Lots 508, 507 and 506 in said Second Addition which form an angle to the right of $171^{\circ}-27'-01''$ with the last described course to the Southeast Corner of said Lot 506, being on North Line of Lutz Road; thence east 692.54 feet along said North Line of Lutz Road which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning, containing 12.755 acres, more or less.

PIN: 21-17-451-005

EXHIBIT B



www.faw.com
Engineers | Architects | Surveyors | Scientists

1.0 COVER SHEET
2.0 PRELIMINARY PLAN - OVERALL
3.1 SANITARY SEWER PLAN
4.1 STORM SEWER PLAN - TREELINE DRIVE
4.2 STORM SEWER PLAN - VERKLEER COURT

WITTENBERG WOODS II, LLC
1707 E. HAMILTON RD, SUITE 1A
BLOOMINGTON, IL 61704
309-808-2125

ENGINEER:
CRAIG M. EARL, P.E.
FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704
309-663-8435

BRENT BAZAN, P.L.S.
FARNSWORTH GROUP, INC.
2709 MC GRAW DRIVE
BLOOMINGTON, IL 61704

ATTORNEY:
TODD BUGG
1001 N. MAIN STREET
BLOOMINGTON, IL 61701
309.828.6241

1. THIS PRELIMINARY PLAN IS AN AMENDMENT TO THE PREVIOUSLY APPROVED WITTENBERG WOODS AT PRAIRIE VETA PRELIMINARY PLAN. THIS PLAN REVISES THE PROPERTY TO BE SUBDIVIDED INTO 41 LOTS, NUMBERED 910 THROUGH 949, INCLUSIVE, 351 AND 1 OUTLOT NUMBER 950; OUTLOT 950 IS SUBJECT TO A UTILITY AND DRAINAGE EASEMENT COVERING ALL OF SAID OUTLOT.

² PLEASE REFERENCE TO MONITOR AVAILABILITY FROM OUR TO INDICATE WE WILL NOT IN ALL CIRCUMSTANCES A MAJOR SOURCE OF FARMSWORTH GROUP, INC. IN FEBRUARY 2023.

PROJECT: _____

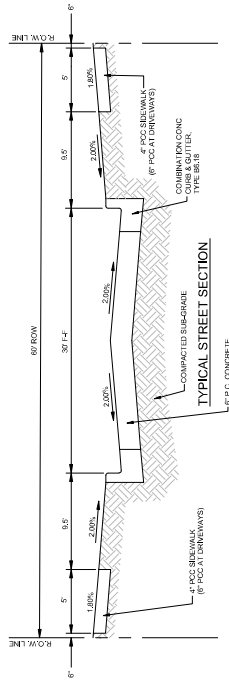
DATE:	08/09/2023
DESIGNED:	AEO
DRAWN:	CME
REVIEWED:	CNF
FIELD BOOK NO.:	BM 3402

1302714

S.E. 1/4 SEC. 17.T.23N. R.2.E.3 P.M.

PROJECT NO.: 0211102 00

171

[illegible]

*Notice is hereby given that this Amended Preliminary Plan of Wittenberg Woods of Prairie Vista - Phase 5 shown herein is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto.

Date: _____

Case #: _____

By: _____
Planning Commission Staff Liaison

Date: _____
By: _____ Mayor
Test: _____
City Clerk: _____

*Amended Preliminary Plan of Wittenberg Woods of Prairie Vista - Phase 5 shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Amendment A, which is hereby adopted.

The City Council of Montreal, 1835-1842

Call Before You Dig
JULIE
STREET

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS:
CONTRACTORS SHALL CALL THE TOLL FREE JULIE.
TELEPHONE NUMBER, 1-800-492-0123, OR VISIT WEBSITE
<http://www.julieisacall.com> AT LEAST 48 HOURS BEFORE
STARTING EXCAVATION.

S.E. 1/4 SEC. 17.T.23N. R.2.E.3 P.M.



Farnsworth
GROUP

209 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(815) 883-9457 / info@fng.com

www.fng.com
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DATE:	DESCRIPTION:

Wittenberg Woods II, LLC

Amended Preliminary
Plan for Phase 5
Wittenberg Woods at
Prairie Vista

Bloomington, Illinois

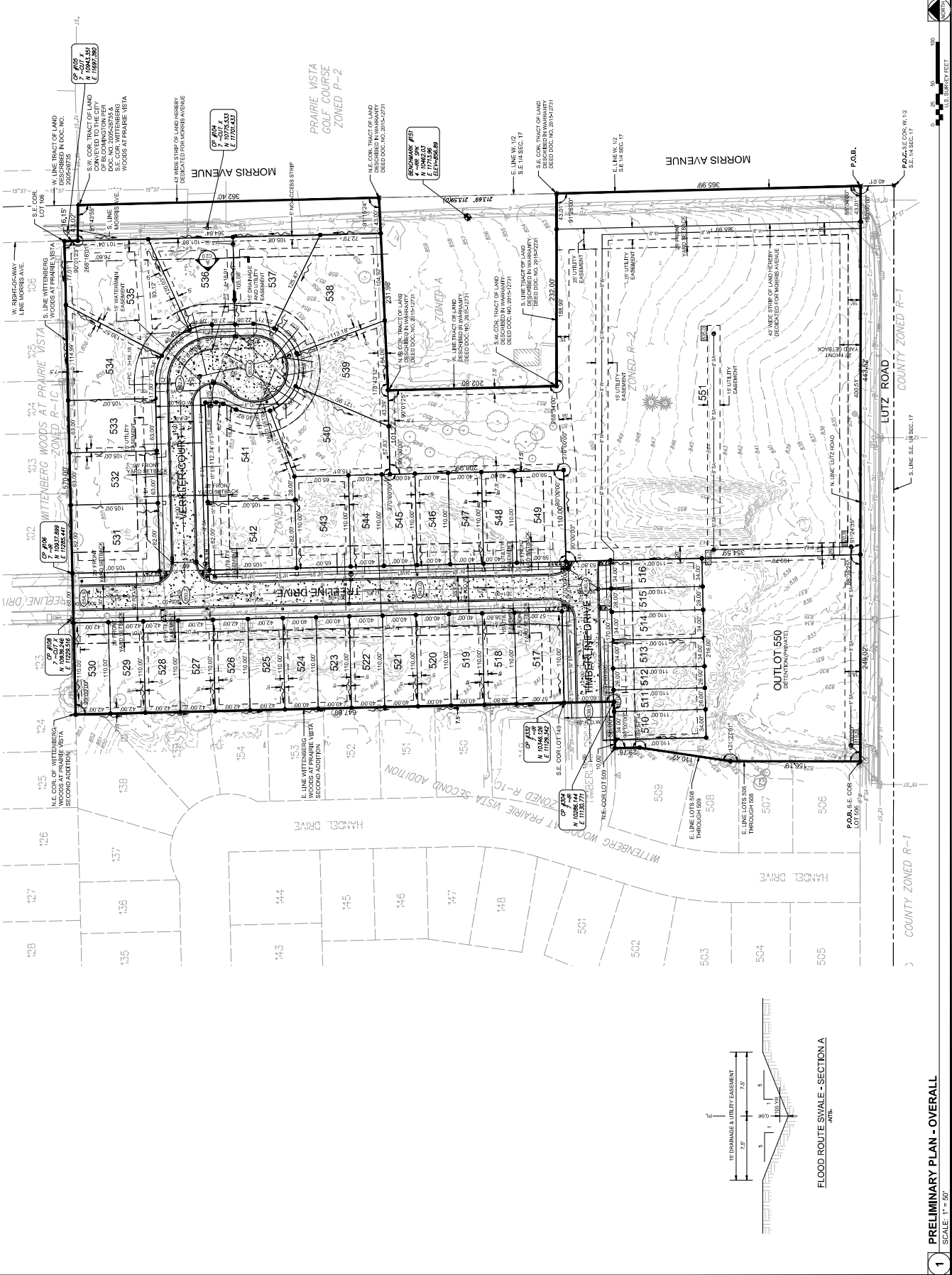
DATE:	DESIGNED:	AEO
08/09/2023		
DRAWN:	CME	
REVIEWED:	CNE	
FIELD BOOK NO.:	BMI 3402	

PRELIMINARY PLAN -
OVERALL

PROJECT NO.:

C2.0

08/11/2024





2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
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Wittenberg Woods II, LLC

**Amended Preliminary
Plan for Phase 5
Wittenberg Woods at
Prairie Vista**

Illinois

DATE: 08/09/2023

DESIGNED: AEO

REVIEWED:	CME
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FIELD BOOK NO.: **BMI 3402**

**SANITARY SEWER
PLAN AND PROFILE**

TABLE 1 (continued)

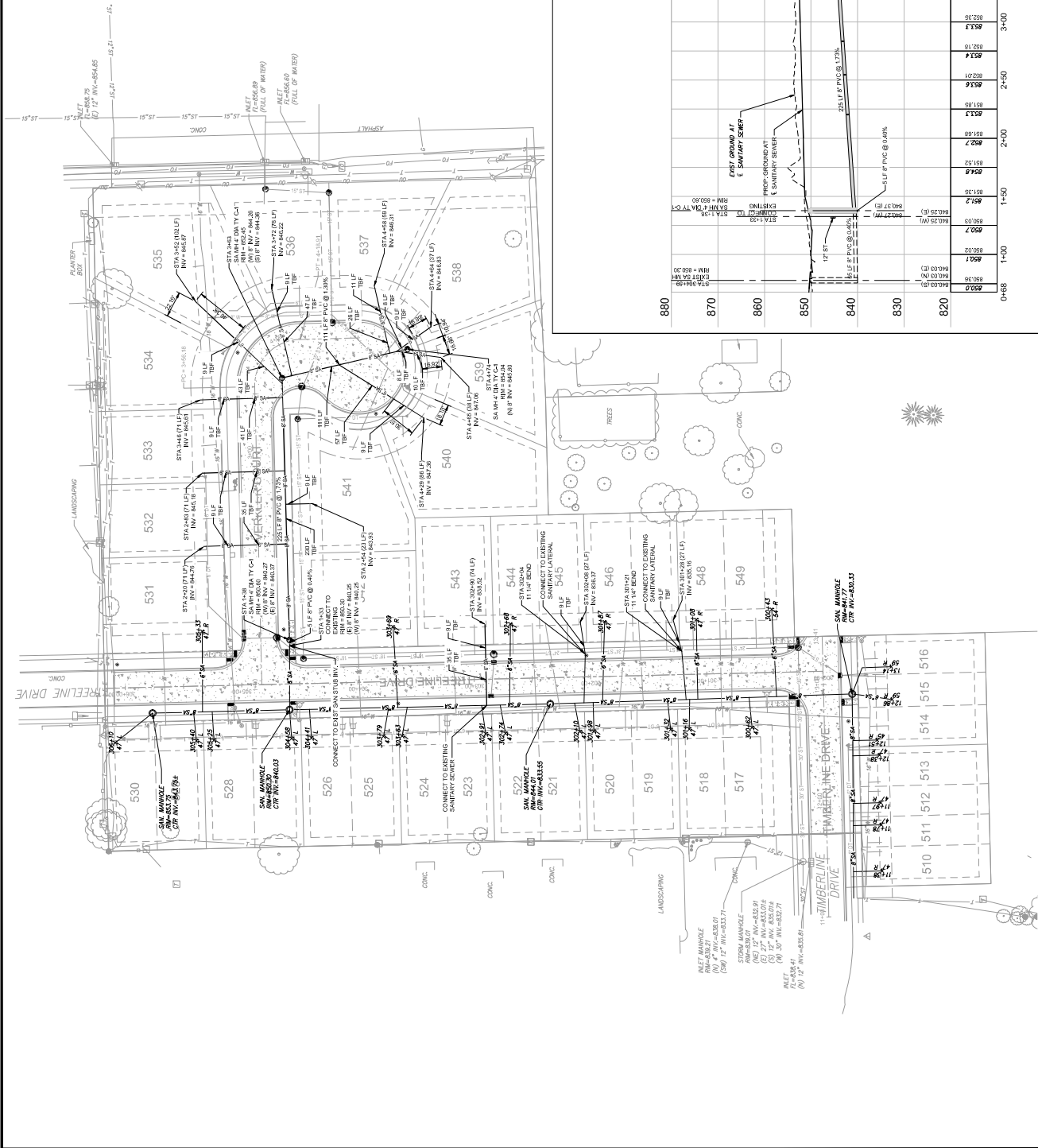
C3.1

PROJECT NO.: 0211102.00

173

SANITARY SEWER NOTES:

- [illegible]



SANITARY SEWER PROFILE - VERKLEER COURT

SCALE: H: 1"=40' V: 1"=10'

SANITARY SEWER PLAN

SCALE: 1"=40'



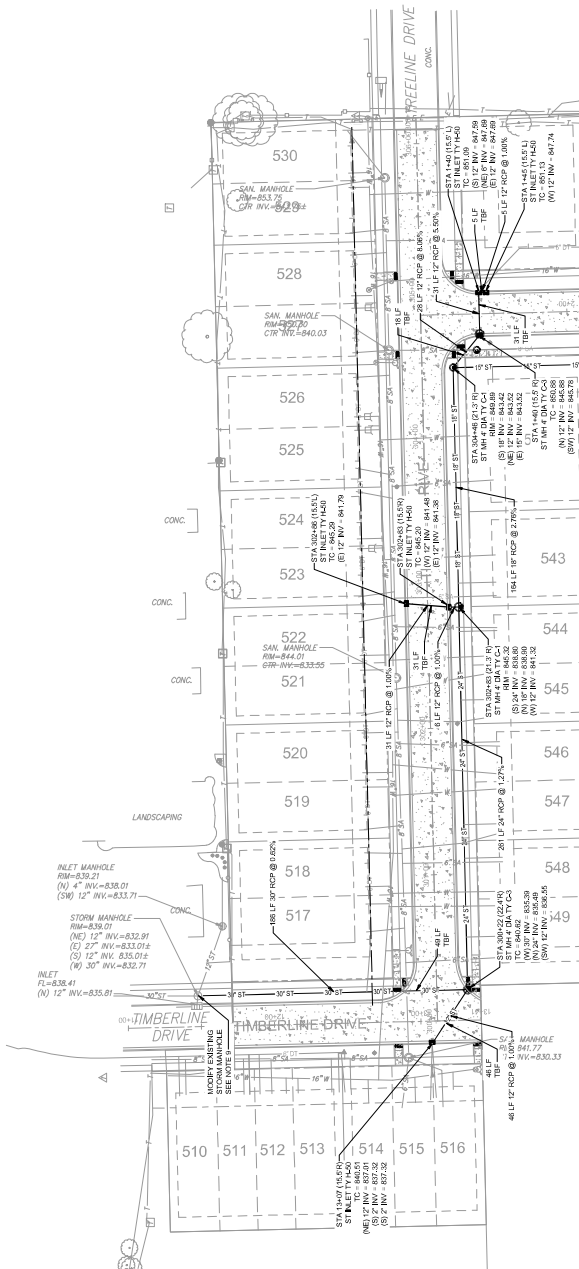
Farnsworth
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(815) 653-9437 / info@fng.com

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DATE: DESCRIPTION:

STORM SEWER NOTES:

1. ALL STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS. THE NOTES AND SPECIFICATIONS SHALL BE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE FOLLOWING NOTES AND SPECIFICATIONS SHALL BE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS.
 - A. CONCRETE PIPE, REINFORCED, ASTM C 76 CLASS AS SHOWN ON THE PLANS.
 - B. ALL STORM SEWERS SHALL BE CONSTRUCTED WITH 18" MIN. COVER.
 - C. ALL STORM SEWERS SHALL BE CONSTRUCTED WITH 18" MIN. COVER.
 - D. ALL STORM SEWERS SHALL BE CONSTRUCTED WITH 18" MIN. COVER.
2. ALL UTILITY MAINS AND SERVICE LINES SHALL BE LOCATED WITHIN THE RIGHT-OF-WAY. THE LOCATION OF ALL UTILITY MAINS AND SERVICE LINES SHALL BE INDICATED ON THE PLANS. THE LOCATION OF ALL UTILITY MAINS AND SERVICE LINES SHALL BE INDICATED ON THE PLANS.
3. ALL STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS. THE NOTES AND SPECIFICATIONS SHALL BE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE FOLLOWING NOTES AND SPECIFICATIONS SHALL BE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS.
4. STORM SEWER STRUCTURE LABEL DEFINITION:
 - ST INLET TY: STORM SEWER INLET
 - ST MANHOLE: STORM SEWER MANHOLE
 - ST INLET TY: STORM SEWER INLET
 - ST MANHOLE: STORM SEWER MANHOLE
5. TYPE 1 STORM MANHOLE INLET CASTING SHALL BE NEUMANN H-2050-2. TYPE 1 STORM MANHOLE INLET CASTING SHALL BE NEUMANN H-2050-2. TYPE 1 STORM MANHOLE INLET CASTING SHALL BE NEUMANN H-2050-2.
6. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
7. ALL STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS. THE NOTES AND SPECIFICATIONS SHALL BE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS. THE FOLLOWING NOTES AND SPECIFICATIONS SHALL BE CONSIDERED TO BE PART OF THE CONTRACT DOCUMENTS.
8. ALL EXISTING WATER SERVICES CROSSING PROPOSED STORM SEWER TO BE MAINTAINED IN THE FIELD.
9. THE EXISTING 27" PIPE SHALL BE REMOVED. THE MANHOLE SHALL BE MOVED TO THE LOCATION SHOWN ON THE PLANS. THE EXISTING 27" PIPE SHALL BE REMOVED. THE MANHOLE SHALL BE MOVED TO THE LOCATION SHOWN ON THE PLANS.



2 STORM SEWER PROFILE - TREELINE DRIVE

SCALE: 1"=40'

Wittenberg Woods II, LLC

**Amended Preliminary
Plan for Phase 5
Wittenberg Woods at
Prairie Vista**

Bloomington, Illinois

DATE: 08/09/2023
DESIGNED: AEO
DRAWN: AEO
REVIEWED: CME
FIELD BOOK NO.: BML 3402

**STORM SEWER PLAN
AND PROFILE -
TREELINE DRIVE**

PROJECT NO.: 0811102.00

C4.1



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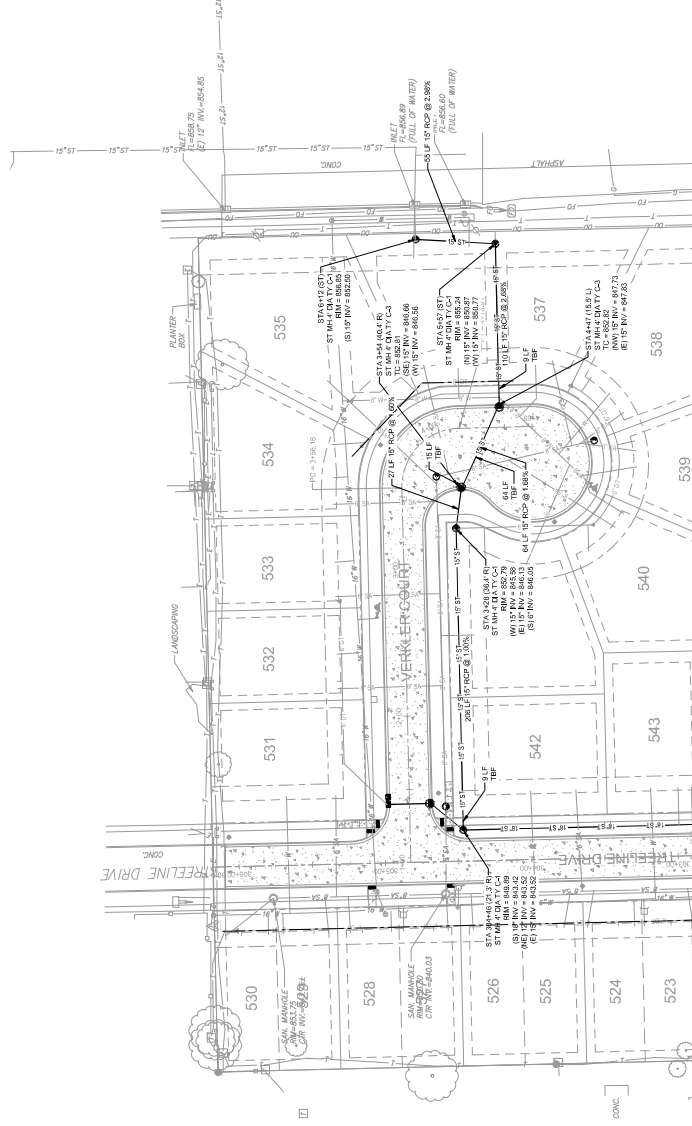
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NO.	DATE	DESCRIPTION
1	08/09/2023	STORM SEWER PLAN - VERKLER COURT

2 STORM SEWER PLAN - VERKLER COURT

SCALE: 1"=40'



Wittenberg Woods II, LLC

Amended Preliminary
Plan for Phase 5
Wittenberg Woods at
Prairie Vista

Bloomington, Illinois

DATE:	08/09/2023
DESIGNED:	AEO
DRAWN:	AEO
REVIEWED:	CME
FIELD BOOK NO.:	BMI 3402

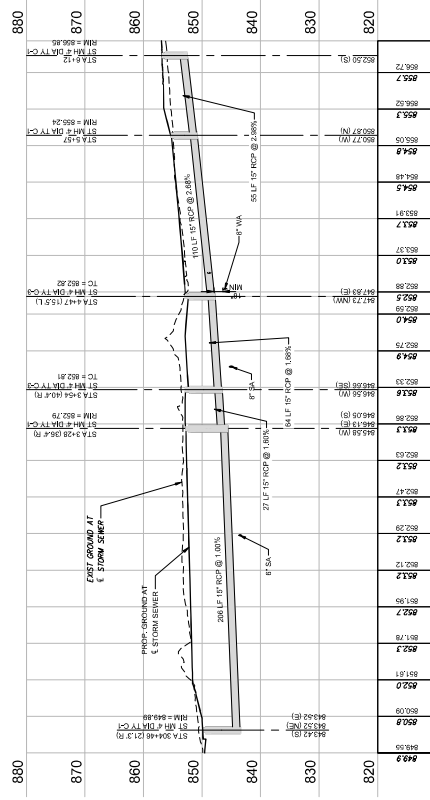
**STORM SEWER PLAN
AND PROFILE -
VERKLER COURT**

Sheet 1 of 2

C4.2

1 STORM SEWER PROFILE - VERKLER COURT

SCALE: H: 1"=40' V: 1"=10'



PROJECT NO.:

021110240

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: ~~September 6, 2023~~ October 4, 2023 (REISSUED)

CASE NO: PS-01-23, Amended Preliminary Plan

REQUEST: Public Hearing, review and action on a request submitted by Wittenberg Woods II, LLC, for approval of an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista, for the property generally located at the northwest corner of Lutz Road and S. Morris Avenue, consisting of approximately 12.15 acres (PIN: 21-17-451-005).

BACKGROUND

Request

The Applicant seeks approval of an Amended Preliminary Plan for Wittenberg Woods at Prairie Vista, which indicated the subject PIN as "Future Phase." The proposed amendment for "Phase 5" will complete the development by subdividing the remaining property into 20 Two-Family Dwelling lots, 13 Single-Family (Detached) Dwelling lots, seven Single-Family (Attached) Dwelling lots, an outlot for stormwater detention, and one large lot for previously approved Multiple-Family Dwellings. No waivers or exemptions to the Subdivision Code or Zoning Code are requested or provided as part of this Amendment.

Property Characteristics

The subject property consists of approximately 12.15 acres of land located near the northwest corner of Lutz Road and S. Morris Avenue, zoned R-2 (Mixed Residence) District. The property is currently vacant except for a small accessory structure and underground utilities. An established Concept Plan has previously been relied upon for the location and approval of public water and sewer main installation, and an approved Special Use Permit (SP-16-22) exists for the use and plan of the southeastern 4.95 acres of the site.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Thursday, August 10, and again on Monday, September 11, 2023. Courtesy notices were mailed to 102 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1C (Single-Family Residence) District	Single-Family Detached Dwellings
South	County R-1 (Single-Family Residential) District	Farm Improved with Buildings, Electrical Substation
East	P-2 (Public Lands & Institutions) District	Right of Way, Golf Course
West	R-1C (Single-Family Residence) District	Single-Family Detached Dwellings

ANALYSIS

Description of Current Zoning District

Existing Zoning: R-2 (Mixed Residence) District

The R-2 District is intended to accommodate development characterized by a mixture of housing types at a high single-family and a low multiple-family dwelling unit density. Densities of up to approximately 13 dwelling units per acre are allowed. This district allows for the conversion of dwelling units in older residential areas of mixed dwelling unit types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization and serves as a zone of transition between lower density residential districts and residential districts that permit greater land use intensity and dwelling unit density (§ 44--401E).

Compliance with the Comprehensive Plan

The proposed Preliminary Plan Amendment contributes 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), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits).
- Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objectives UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment), UEW-1.2b (Prioritize new development where City services are available or can be extended efficiently and economically), and UEW-1.2c (Promote compact and orderly development of infrastructure consistent with the overall goals of this comprehensive plan).

The 2035 Comprehensive Plan identifies this area as “Low Density Residential,” and defines that as “under 8 units per acre”; at a resulting overall density of 7.98 units/acre the proposed Amendment complies with the Future Land Use Map designation. The Land Use Priorities Map identifies this property as Tier 1, “Vacant and under-utilized land for infill development or redevelopment within the City.”

STANDARDS FOR REVIEW FOR PRELIMINARY PLANS

The Planning Commission shall hold at least one public hearing on any Preliminary Plan, during which it shall determine the extent to which the plan conforms or fails to conform with the standards of the Subdivision Code and the requirements of the City’s *Manual of Practice for the Design of Public Improvements*. Recommendations shall be made upon the determination that the Preliminary Plan complies, or fails to comply, with the requirements for subdivision and the official Comprehensive Plan, as required by City Code § 24-302F and discussed below.

Request for Amendment to the Preliminary Plan - Subdivision Principles of Planning

A. Adequate vehicular and pedestrian access should be provided to all parcels.

Direct access to a local public road has been provided for all lots created by the Plan. Required 5-foot sidewalks have been provided along both sides of Timberline Drive, Treeline Drive, and the newly created Verkler Court.

B. Local street systems should be designed to minimize through-traffic movements.

To traverse the subdivision as through-traffic, five turns on relatively slow-speed roads would be

required to get from Witten Woods Dr/Morris Ave to Handel Drive/Lutz Road, as opposed to a single turn at the intersection of Lutz/Morris on higher-speed City and Local Collector roads. From a practical standpoint, the design does not encourage through-traffic, even while connecting the currently dead-end Treeline and Timberline Roads.

C. Street patterns should minimize out-of-the-way vehicular traffic.

The proposed street pattern creates traffic pathways that are as direct as possible, allowing for topography, without encouraging through-traffic movement.

D. Local street systems should be logical and comprehensible, and street names should be simple, consistent, understandable and not duplicative.

Two of the roads present in the area of the Plan are continuations of existing roads that have been dead-ended/stubbed for continuation, and the naming of such will continue. The cul-de-sac has been appropriately named as a “Court” and no duplicates have been found.

E. Local circulation systems and land development patterns should not detract from the efficiency of arterial and collector streets.

Access for the area of this Plan will be by completion of the existing and planned local road network and should not detract from, or disrupt, the efficiency of the larger network.

F. Elements in the local circulation system should not have to rely on extensive traffic regulation in order to function efficiently and safely.

Intersections are appropriately spaced to reduce congestion and/or safety concerns; they are designed for standard 90° turns that will not require specialized signage or movement.

G. Traffic generators within residential areas should be considered in the local circulation pattern.

Residential is the only use proposed for lots in the proposed Plan; no alternate traffic generators are present.

H. Planning and construction of local streets should clearly indicate their function.

The local roads in the proposed Plan are designed as such, with direct driveway access to the dwelling units and dual-side sidewalks to provide for the daily movement of residents.

I. The local street system should be designed for a relatively uniform low volume of street traffic.

At the standard 30-foot width, the proposed local roads have been designed to safely permit two-way traffic and on-street parking, without encouraging excessive speeds through overdesign.

J. Local streets should be designed to discourage excessive speeds.

Refer to standard “I”.

K. Pedestrian-vehicular conflict points should be minimized.

Crosswalks have been provided only at street intersections, not between such, and the provision

of walks along both sides of the street prevents the need to cross a street access a walking path.

L. An optimum amount of space should be devoted to street uses.

The standard 60-foot right-of-way has been proposed and 30-foot street pavement width has been provided to accommodate a local street, built to City standards, dual-side sidewalks at the required minimum of 5-foot, and the installation and maintenance of the appropriate public utilities.

M. The arrangement of local streets should permit economical and practical patterns, shapes and sizes of development parcels.

The portion of the development that remains to be subdivided is restricted in how the alignment and length of streets can be designed due to the existing streets with which it will be connected. A reasonable and appropriate layout has been provided. The proposed Plan provides lots of a variety of shapes and sizes that meet the minimum requirements for the R-2 (Mixed Residence) District zoning in which it is located.

N. Local streets should be related to topography from the standpoint of both economics, drainage and amenities.

The design for the proposed streets, buried utilities, and grading/drainage allows the use of gravity storm and sanitary sewers, without requiring the construction of a lift station. No topography significant enough to disrupt line of sight during travel is present.

O. Open space areas should be provided, commensurate with the projected population density of the development.

Upon final platting of the area that is the subject of this Preliminary Plan, a Fee in Lieu of Parkland Dedication will be provided to the City, as required by § 24-702-703 of the City Code.

P. Major elements of the street system may be used to help define and buffer different land use areas enhancing their identity and cohesiveness.

The primary streets (Treeline and Timberline) are lined with lots that will result in development similar to what currently exists, or that will create a logical transition between the higher density multiple-family dwellings in the southeast corner of the Plan and the low-density single-family dwellings that lie exterior to the Plan on the north and west. The cul-de-sac spur is surrounded by lots that will result in single-family dwellings, which are more appropriate for the reduced speeds and less frequent use of the street type.

Q. The street and pedestrian circulation pattern in a new residential subdivision shall be compatible with the Comprehensive Plan of the City of Bloomington.

The proposed street and pedestrian circulation patterns support the following Comprehensive Plan Goals, Objectives, and Strategies: TAQ-1.1f (Promote the use of connectivity in the local street network), TAQ-1.1h (Continue implementation of design standards for local street alignment and configuration that sustain neighborhood character, improve safety, and incorporate passive disincentives for diversion from collector and arterial streets), TAQ-1.1l (Incorporate sidewalks and other infrastructure into the classified system), and TAQ-1.4c Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers).

- R. Subdivision layout should optimize the overall length of streets.**

Refer to Standard “M”.

- S. Residential area should be conveniently accessible from arterial and collector streets.**

The proposed Plan connects Timberline and Treeline Drive, which currently exist as dead ends, terminating just outside of existing subdivisions. Completing this connection will result in convenient access to a City or Local Collector road from either end of the final subdivision.

- T. Access points to arterial and collector street facilities should be limited in number, given special design consideration, and whenever possible, located where other features are not competing for driver attention.**

No arterial streets are within or adjacent to the Plan area. A no-access strip has been provided at the rear of the property lines where the lots back to Morris Avenue (local collector), ensuring that driveways will be constructed with local access only.

- U. Driveway entrances should be minimized on arterial streets and whenever possible on collector streets in residentially zoned areas.**

No arterial streets are within or adjacent to the Plan area. The subdivision(s) that result from this plan will be accessible only via local roads, with the large multiple-family lot having a single access from Lutz, a City Collector road.

- V. Through-traffic on local residential streets should be avoided where practical.**

Refer to Standard “B”.

- W. Lot layout in residential subdivisions should be designed to reduce the incidence of housing on arterial streets.**

No arterial streets are within or adjacent to the Plan area.

- X. Public utilities, including water, storm sewer and sanitary sewer facilities, should be existing or proposed by the developer or the City of Bloomington of a size adequate to serve the proposed subdivision and any other future development they may be required to service.**

Public water and sewer mains are existing in the location of the proposed Treeline/Timberline extensions and connection. Public Works will review and approve of the sizing and layout requirements for any additional utilities.

- Y. The general land use principles and planning standards should be applied to the subdivision as contained in the Comprehensive Plan of the City of Bloomington.**

The following principles from the “Future Growth & Land Use Plan” from the City’s 2023 Comprehensive Plan are illustrated in the proposed Amendment:

- **Excellence in Design:** “...Design should balance competing priorities and meet multiple needs without compromising quality.”
- **Choice:** “Offer a range of housing choices with varying sizes, densities, style and age. Housing types, though different, should be designed to relate to each other to create vibrant and cohesive streetscapes.”

- **Connectivity:** “Have a walkable layout with streets that connect in a logical manner throughout the neighborhood, to adjacent developments and other key destinations for seamless transitions...”

Z. Cul-de-sac streets shall be limited in number to encourage more equal utilization of local streets.

The use of the single cul-de-sac in the proposed Plan is appropriate for retaining limited access to Morris Avenue, while still allowing full and efficient use of the subject property.

AA. More than one entrance to a subdivision shall be required where feasible.

Two points of access are provided; one via Treeline and one via Timberline. Long-term, a third access through the access drive for the multiple-family complex on Lot 551 will also exist, but the offset of that alignment and Treeline will not be conducive to regular through-traffic.

BB. Interconnection of adjoining residential subdivisions shall be required where feasible

Refer to Standard “F”.

Request for Amendment to the Preliminary Plan - Layout and Design Requirements

A. Subdivisions shall consist solely and exclusively of lots of record, outlots, easements, public right-of-way and public improvements.

The proposed Plan consists of 41 Lots of Record and one Outlot, including easements, right-of-way for public streets, and public improvements including sidewalks and drainage swales.

B. All proposed lots of record shall front on and have access to a public street or roadway. Flag lots are not permitted in R1 and R2 Zoning Districts.

Direct access to a local public road has been provided for all Lots of Record created by the Plan.

C. All proposed lots of record shall meet or exceed the lot size, dimension and area requirements of any applicable zoning regulations of the City of Bloomington and when applicable, the County of McLean.

- All [single-family] detached residential lots meet the minimum lot width of 50 feet, and minimum lot area of 6,600 square feet. Corner lots are appropriately oversized.
- All attached residential (two-family) lots meet the minimum [zoning] lot width requirement of 75 feet and 7,000 square feet, as well as the minimum lot area per dwelling of 3,300 square feet. Corner lots are appropriately oversized.
- The single-family attached (townhome) dwellings that will be constructed on lots 510-516 are not required to comply with minimum lot width or size, per the original Annexation Agreement for the property which guaranteed this type of construction on these lots in the Concept Plan.

D. Outlots may not be used for buildings or parking lots.

Outlot 550, which has only 10 feet of frontage along a public road, will not be permitted to be resubdivided or developed, as it will be required for stormwater management for Lot 551.

E. Rear, side and front yard easements shall be dedicated to the City for use by the City and private utility companies (for gas, electricity, Cable TV, water, storm sewer, sanitary sewer,

etc.) as provided herein.

Fifteen-foot drainage and utility easements run along the front of each property, in addition to a 60-foot right-of-way, within which the utilities lie. General access/utility easements run along all side lot lines that are not zero-lot/interior lot lines, and at least 5-foot easements are present along the rear of each lot, to provide sufficient drainage and access for private utility installation, if necessary.

- F. **Where residential lots are platted abutting an arterial major street, the “back-up” treatment should be used and a “no-access” strip depicted on those lots adjacent to the arterial street.**

All properties front a local road; a 5-foot no-access strip has been provided at the rear of the properties where the lots back to Morris Avenue (local collector).

- G. **Boundaries of the subdivision shall be drawn to meet or exceed the required standards.**

The boundaries of the proposed Amendment include “all contiguous property in common ownership or unified control,” as required per § 24-402B of the City Code. The Plan includes sufficient information on the adjacent properties to place the Amendment in the context of the large Plan it proposes to amend, and to meet the requirements of the Manual of Practice 1.05A(2)(b)(iv).

- H. **In general, lots shall be as nearly rectangular in shape as practicable.**

With the exception of Lot 551 that will retain an offshoot to the north as buffer between an adjacent property and the lots to be subdivided, all Lots or Record not adjacent to the cul-de-sac are rectangular. Lots adjacent to the cul-de-sac are as rectangular in shape as practicable.

STAFF RECOMMENDATION

Staff finds that the standards for Preliminary Plan (and Amendment thereof) have been adequately addressed in the proposed Plan, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

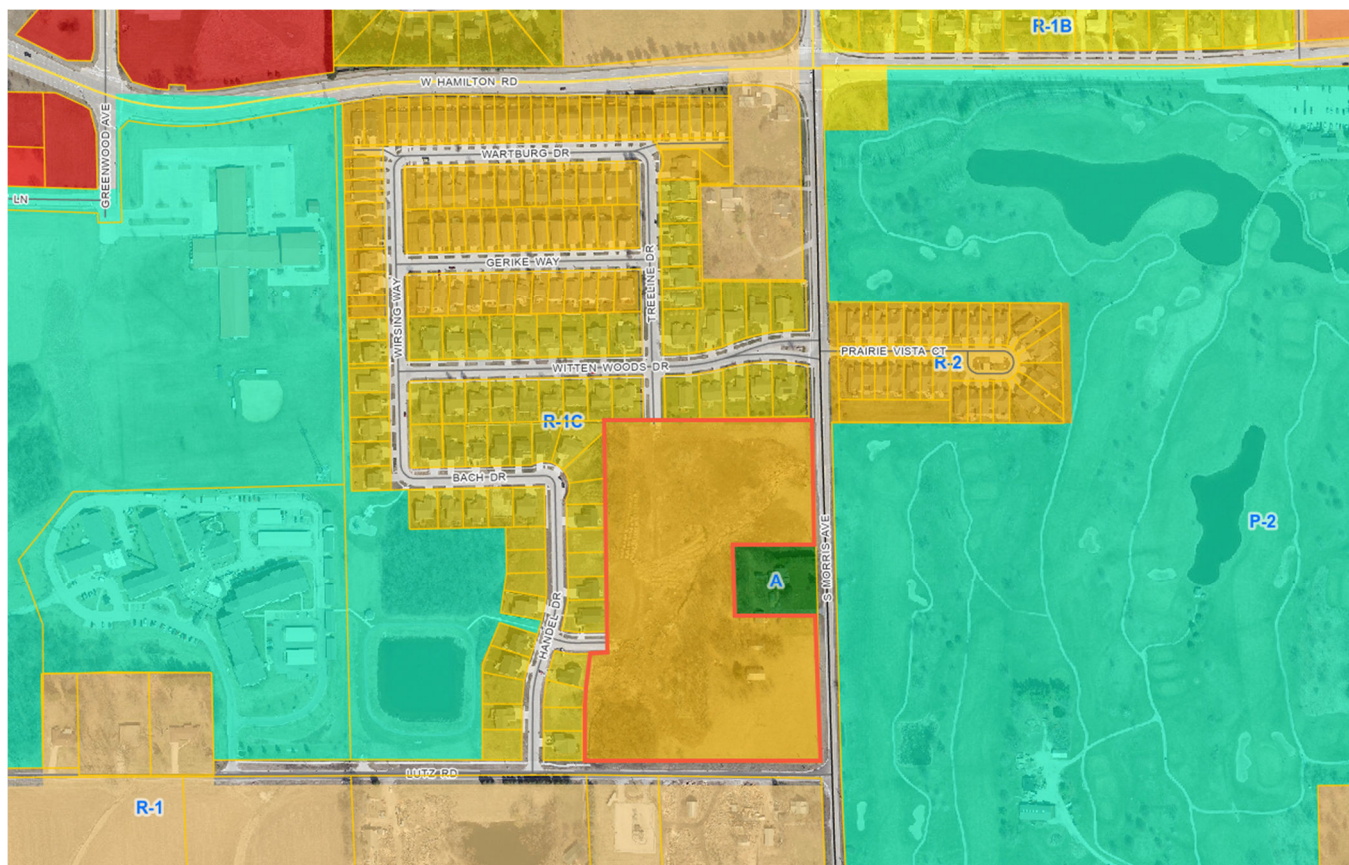
Motion to establish findings of fact that ***the Amended Preliminary Plan does conform*** with the standards of the Subdivision Code and the Official Comprehensive Plan and to ***recommend approval*** of the request, with a note that any construction plan items and details included in the submission will require additional review and final approval as part of the platting and construction phase(s).

Respectfully submitted,
Alissa Pemberton
City Planner

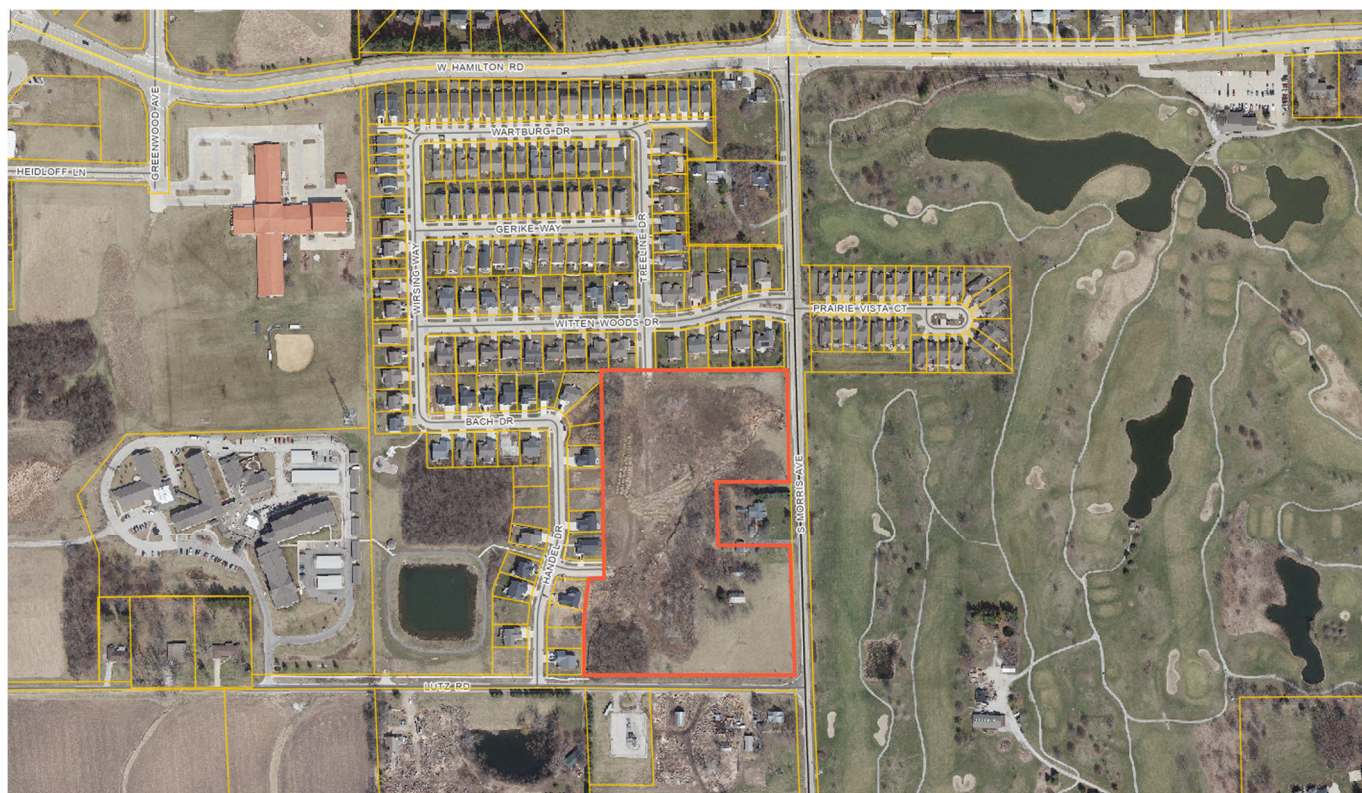
Attachments:

1. Zoning Map
2. Aerial Image
3. Neighborhood notice map
4. Amended Preliminary Plan - Wittenberg Woods at Prairie Vista Phase 5

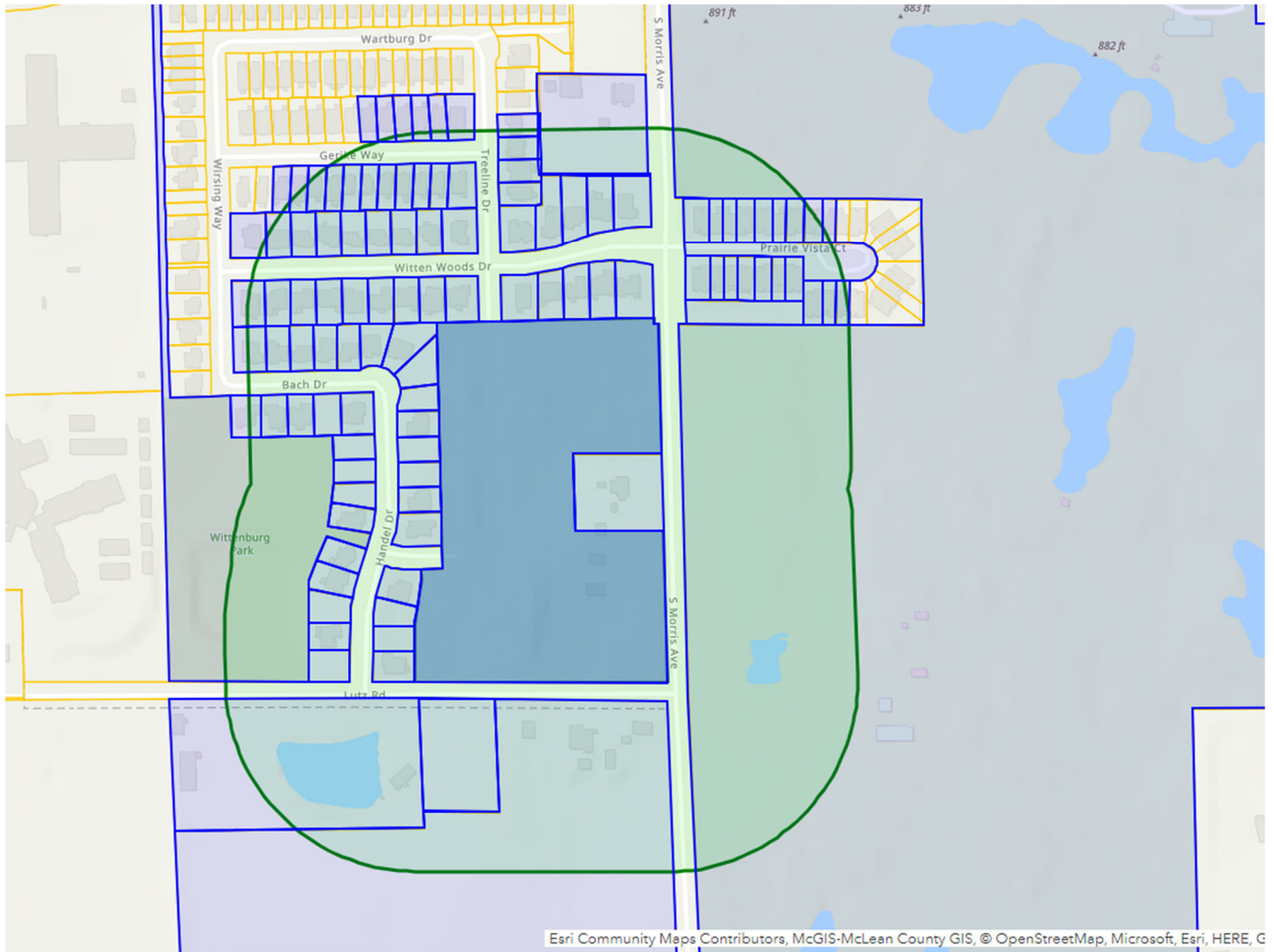
Attachment1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Neighborhood Notice Map



Regular Agenda

The following item was presented:

Item 5.A. PS-01-23 - Public Hearing, review and action on a request submitted by Wittenberg Woods II, LLC, for approval of an **Amended Preliminary Plan** for Wittenberg Woods at Prairie Vista, for the property generally located at the northwest corner of Lutz Road and S. Morris Avenue, consisting of approximately 12.15 acres (PIN: 21-17-451-005).

Ms. Pemberton presented the Staff Report, with recommendation for approval. She noted the Amended Preliminary Plan conforms with the standards of the Subdivision Code and complies with the Official Comprehensive Plan. She noted that any construction plan details and items will require additional review and final approval as part of the platting and construction phases.

Commission Vice Chair Beyer asked for clarification about the number of lots versus the number of proposed units. Ms. Pemberton clarified the number of proposed housing units, specifically in the Single-Family Attached Dwellings portion of the Amended Plan.

Commission Chair Boyd inquired about sidewalk connectivity and nearest bus stop. Ms. Pemberton identified sidewalk connectivity to Witten Woods Drive to the north, and Handel Drive to the west. She noted there is currently limited bus service in the area.

Chair Boyd inquired about changes between the original Preliminary Plan and the Amended Preliminary Plan. Ms. Pemberton explained the original Preliminary Plan noted the subject area as “Future Phase”, but the Annexation Agreement discussed the type and character of homes that will be present throughout the development.

Commission Vice Chair Beyer inquired about the group of properties that back up to S Morris Avenue and questioned if they are protected from the road. Staff explained there is a five (5) foot No-Access area along S. Morris Avenue, but visual buffering is not required; future property owners will be responsible for any desired vegetative buffering.

Neil Finlen, Applicant (2709 McGraw Drive), provided additional background on the project. He explained there will be a sidewalk connection through the apartment complex. Regarding public transit, he stated they have met with Connect Transit representatives to discuss connectivity. Mr. Finlen described the proposed dwelling units in more detail. He stated construction will likely begin in spring. He explained that stormwater detention is planned and will not negatively impact adjacent areas.

Steve Calhoun, Resident (1008 Gerike Way), inquired about intentions for the area behind the farmhouse, the type of stormwater detention, and sidewalk connectivity.

Chair Boyd asked Mr. Finlen to respond to the questions raised by the previous testimony.

Mr. Finlen explained the detention will be a dry bottom and will be maintained by the apartment complex. He stated the area behind the farmhouse will be open area/grass

DRAFT

MEETING MINUTES

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

WEDNESDAY OCTOBER 4, 2023

Page | 2

and will also be maintained by the apartment complex. He was unsure how the sidewalk will connect to Lutz but confirmed it will connect to existing sidewalk to the north.

Chair Boyd closed the public hearing.

Commissioner Krieger made a motion, seconded by Commissioner Muehleck, to establish findings of fact that the Amended Preliminary Plan does conform with the standards of the Subdivision Code and the Official Comprehensive Plan and to recommend approval of the Preliminary Plan, with a note that any construction plan items and details included in the submission will require additional review and final approval as part of the platting and construction phase(s).

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen
Motion passed.

The following item was presented:

Item 5.B. Z-12-23 - Public hearing, review and action on a request submitted by Carl Müller and Sara Müller, for approval of an **Annexation Agreement and Zoning Map Amendment** for the subject property, from County R-1 (Single-Family Residential) District to City R-1A (Single-Family Residence) District, pertaining to property commonly known as 1420 Six Points Road (PIN: 21-17-126-001), consisting of approximately 1.5 acres.

Ms. Pemberton presented the Staff Report and recommended approval of the proposed Annexation Agreement and Zoning Map Amendment. She noted that the applicant requested to be zoned as R-1A (Single-Family Residence) District, however this would result in the creation of a non-conforming property upon Annexation, due to existing lot width and primary structure setback. During the presentation, Ms. Pemberton included additional information on the Right-of-Way plat as well as R-1A (Single-Family Residence) District versus R-1B (Single-Family Residence) District zoning. Ms. Pemberton explained that Staff's recommendation is to approve a modified Zoning Map Amendment to R-1B, rather than R-1A as originally proposed.

Commissioner Lewis inquired about the cost of annexation to the City of Bloomington. Ms. Pemberton responded there will be costs related to development in the area, whether the property is annexed or not, based on possible street widening and other public improvements. She also explained the Applicant is responsibility for fees for annexation and tap-on, and there are no incentives requested as part of the Agreement.

Commissioner Galpalli inquired about the difference between R-1A versus R-1B zoning. Ms. Pemberton responded with the difference in requirements and intent of each zone.

Commission Vice Chair Beyer asked why there is a difference in request. Ms. Pemberton stated the Applicant requested the minimum single-family zoning which would allow beneficial use of the property within the City. which is the R-1A zoning.

DRAFT

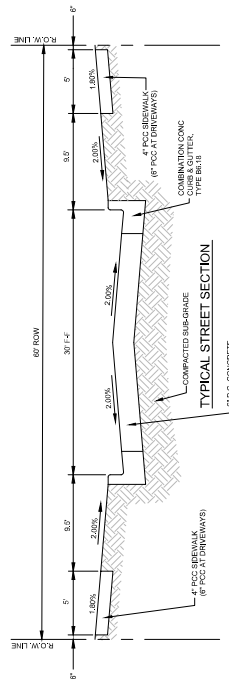
MEETING MINUTES

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

WEDNESDAY OCTOBER 4, 2023

Page | 3

BLOOMINGTON, ILLINOIS

[illegible]

The Planning Commission of Bloomington, Illinois

Date: _____

Case #: _____

By: _____

Planning Commission Staff Liaison

The City Council of Bloomington, Illinois

Date: _____

By: _____ Mayor

Attest: _____

City Clerk _____

1. THE PRESENT PLAN IS AN AMENDMENT TO THE PREVIOUSLY APPROVED WITNESSING WOODS AT PHASE 1. THE PRESENT PLAN REQUIRES THE PROPERTY TO BE SUBDIVIDED INTO 10 LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828,

1.0 COVER SHEET
2.0 PRELIMINARY PLAN - OVERALL
3.1 SANITARY SEWER PLAN
4.1 STORM SEWER PLAN - TREELINE DRIVE
4.2 STORM SEWER PLAN - VERKLER COURT

WITTENBERG WOODS II, LLC
1707 E. HAMILTON RD, SUITE 1A
BLOOMINGTON, IL 61704
309-808-2125

CRAIG M. EARL, P.E.
FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704
309-663-9435

SURVEYOR:
BRENT BAZAN, P.L.S.
FARNSWORTH GROUP, INC.
2709 MC GRAW DRIVE
BLOOMINGTON, IL 61704

TODD BUGG
1001 N. MAIN STREET
BLOOMINGTON, IL 61701
309-828-6241

Wittenberg Woods II LLC

Bloomington Illinois

DATE:	08/09/2023
DESIGNED:	AEO
DRAWN:	CME
REVIEWED:	CNF
FIELD BOOK NO.:	BMJ 3402

2000-2001

C1.0

S.E. 1/4 SEC. 17, T.23N., R.2.E. 3 P.M.

PROJECT NO.: 0211102.00



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(815) 653-6453 | info@fng.com

www.fng.com

Engineers & Architects | Surveyors

DATE: DESCRIPTION:

PROJECT:

Wittenberg Woods II, LLC

Amended Preliminary
Plan for Phase 5
Wittenberg Woods at
Prairie Vista

Bloomington, Illinois

DATE: 08/09/2023

DESIGNED: AEO

DRAWN: CME

REVIEWED: CNF

FIELD BOOK NO.: BML 3402

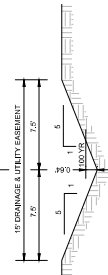
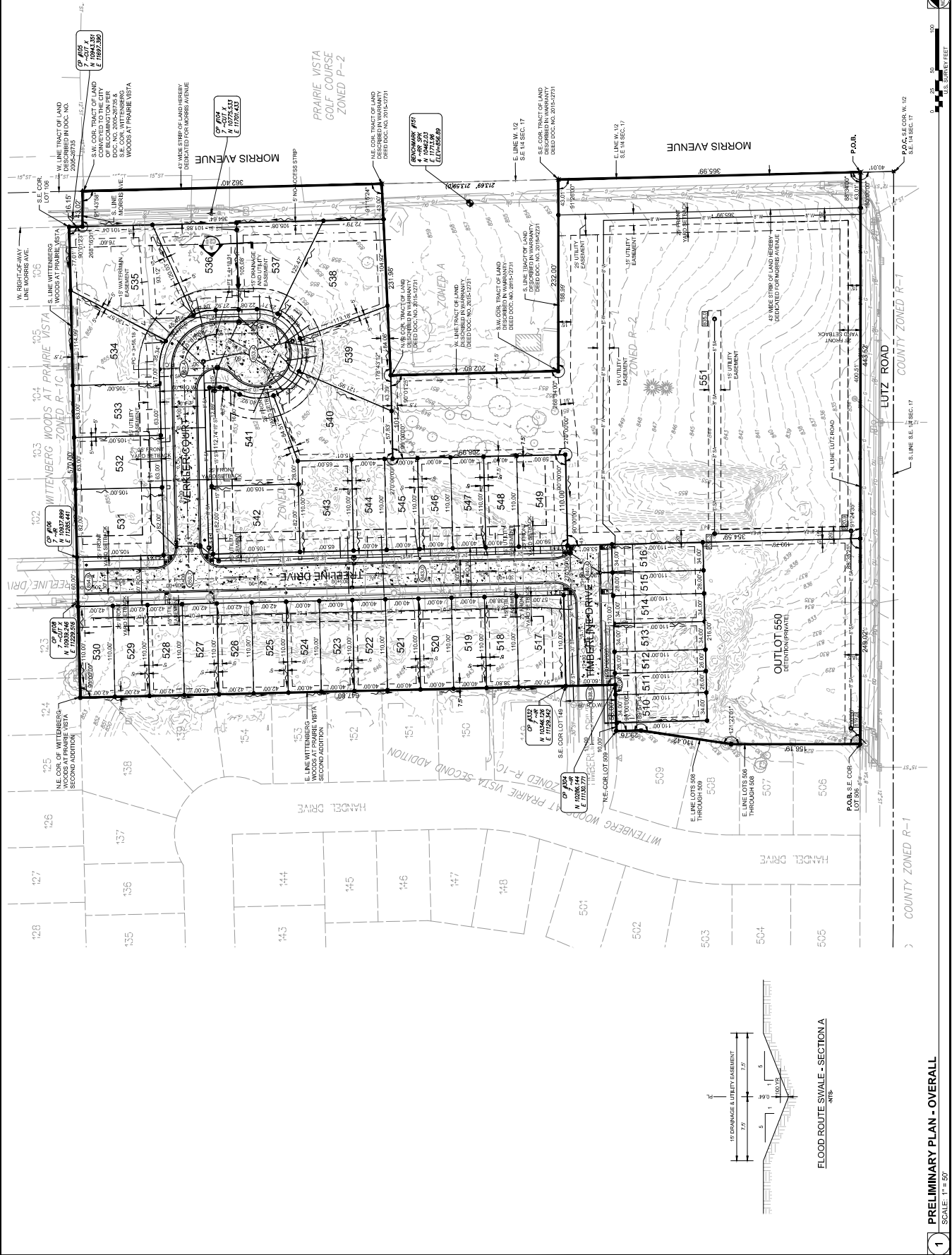
SHEET #42

PRELIMINARY PLAN -
OVERALL

SHEET NAME:

C2.0

PROJECT NO.: 0211102.00



FLOOD ROUTE SWALE - SECTION A

NTS

PRELIMINARY PLAN - OVERALL

SCALE: 1" = 50'



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 553-6553 | info@fg.com

www.fg.com
Engineers & Architects
DATE: DESCRIPTION

Wittenberg Woods II, LLC

Amended Preliminary
Plan for Phase 5
Wittenberg Woods at
Prairie Vista

Bloomington, Illinois
DATE: 08/09/2023
DESIGNED: AEO
DRAWN: AEO
REVIEWED: CME
FIELD BOOK NO.: BMI 3402
SHEET #12

**SANITARY SEWER
PLAN AND PROFILE**

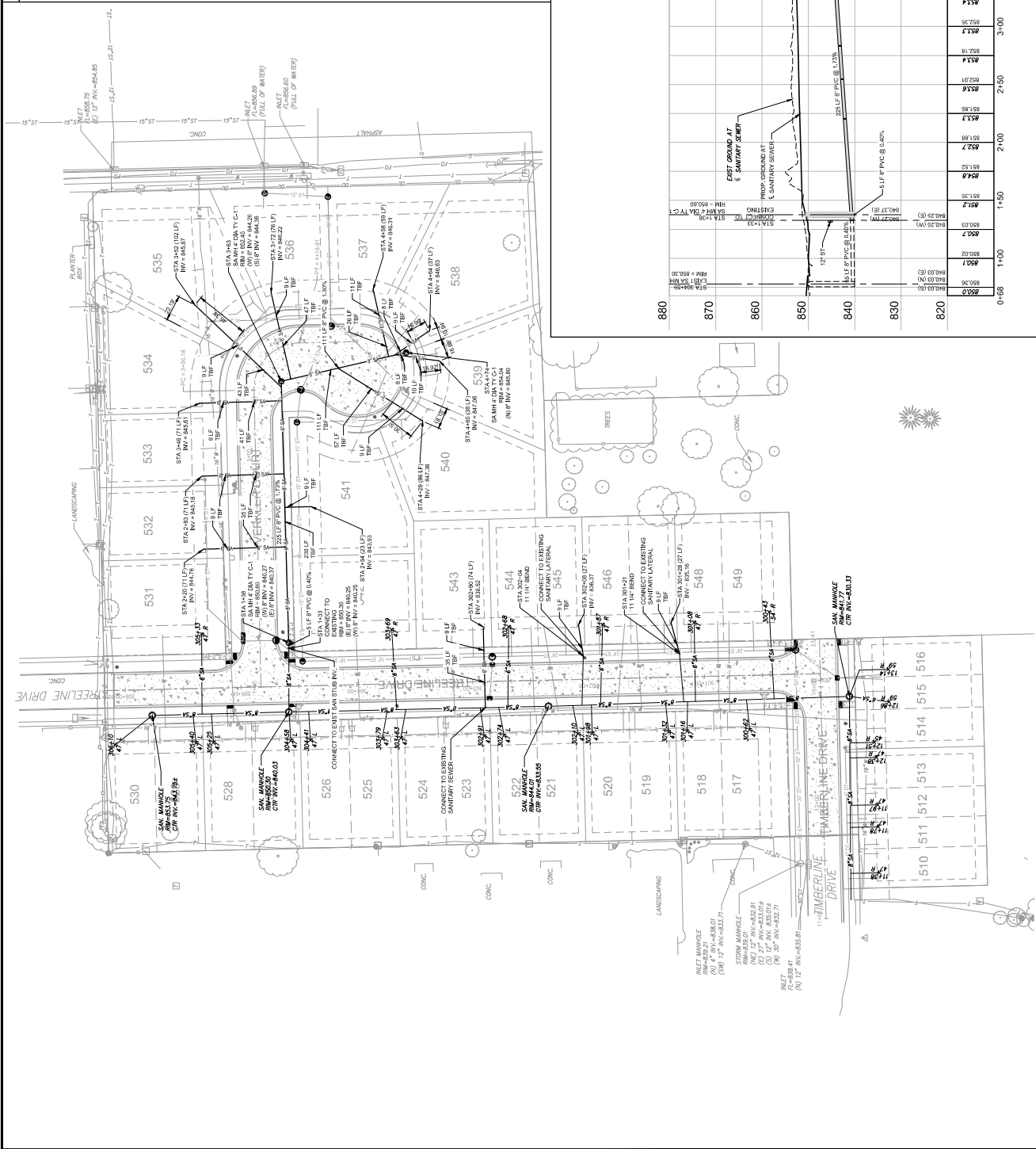
DATE: 08/09/2023

C3.1

PROJECT NO.: 0211102.00

SANITARY SEWER NOTES:

1. THE SANITARY SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS ENGINEERING SPECIFICATIONS ACCOMPANYING THESE PLANS AND THE FOLLOWING SPECIFICATIONS:
 - A. STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, CURRENT EDITION.
 - B. STANDARD SPECIFICATIONS FOR DESIGN OF PUBLIC IMPROVEMENTS IN THE CITY OF BLOOMINGTON, ILLINOIS, CURRENT EDITION.
2. UNLESS NOTED OTHERWISE, ALL SANITARY SEWER SERVICES SHALL BE IN CONFORMANCE WITH THE FOLLOWING:
 - A. POLYVINYL CHLORIDE (PVC) PIPE, ASTM D2241 (SDR41) NSF 14.
 - B. MINIMUM SDR RATING 21 (SDR-21) WITH MINIMUM PRESSURE RATING OF 200 PSI.
 - C. FITTINGS SAME AS PIPE.
 - D. JOINT: ASTM D2151.
 - E. JOINT: GASKETED JOINT.
 - F. TRENCH BACKFILL SHALL BE 3/4" CRUSHED STONE OR CRUSHED GRAVEL, TRENCH BACKFILL SHALL ALSO BE 3/4" CRUSHED GRAVEL.
 - G. ALL SANITARY SEWER SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 0.25%.
 - H. STANDARD SPECIFICATIONS WHERE THE TRENCH IS UNDER OR WITHIN 2 FEET OF EXISTING UTILITY SHALL BE IN ACCORDANCE WITH SECTION 206 OF THE CITY OF BLOOMINGTON, ILLINOIS, STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
 - I. LOW PERMEABILITY MATERIAL (CLAY) MAY BE USED IN LIEU OF TRENCH BACKFILL AT NO ADDITIONAL COMPENSATION.
 - J. COVERS AND INSPECTION OF SANITARY SEWERS FOR ACCEPTABILITY SHALL BE IN ACCORDANCE WITH SECTION 206 OF THE CITY OF BLOOMINGTON, ILLINOIS, STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
 - K. DEFLECTION FOR FLEXIBLE PIPE (MANHOLE).
 - L. LUNAR/LIGHT TESTING OF ALL MANHOLES SHALL BE CONDUCTED IN ACCORDANCE WITH ASTM C1344-03, VOL. 03.
3. SANITARY SEWER STRUCTURE LABEL DEFINITION:
 - A. SANITARY SEWER MANHOLE
 - B. SANITARY SEWER CHECK VALVE
 - C. SANITARY SEWER CLEANOUT
 - D. SANITARY SEWER TIE-IN
 - E. SANITARY SEWER TIE-IN (A, C, OR SPECIAL COATING TYPE (AS DEFINED))
 - F. TYPE 1 SANITARY MANHOLE CUTTING SHALL BE PERMANENT WITH TYPE B LID & TYPE F CONCEALED PEEKHOLE ALL AS ILLUSTRATED ON DETAIL SHEET C7.2.
 - G. ALL SANITARY SERVICES SHALL HAVE A MINIMUM SLOPE OF 0.25%.

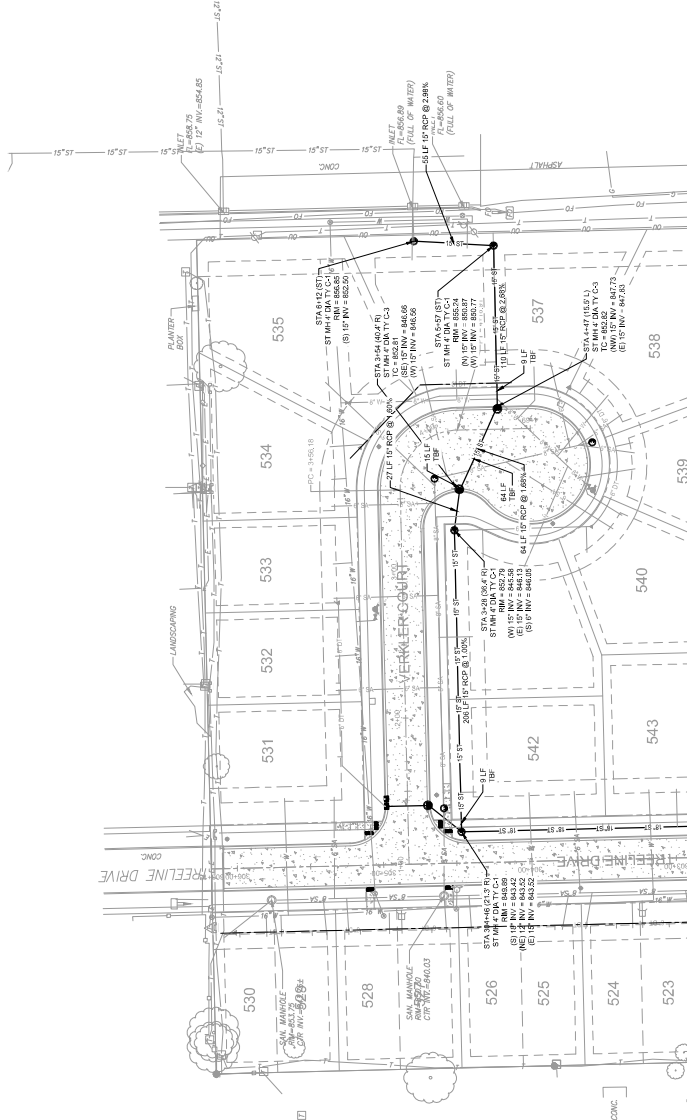


SANITARY SEWER PROFILE - VERKLER COURT

SCALE: H. 1"=40' V. 1"=10'

SANITARY SEWER PLAN

SCALE: 1"=40'



2 STORM SEWER PLAN - VERKLER COURT
SCALE: 1"=40'



PROJECT
Wittenberg Woods II, LLC

Amended Preliminary
Plan for Phase 5
Wittenberg Woods at
Prairie Vista

Bloomington, Illinois

DATE:	08/09/2023
DESIGNED:	AEO
DRAWN:	AEO
REVIEWED:	CME
FIELD BOOK NO.:	BMI 3402
DATE PLOTTED:	08/09/2023

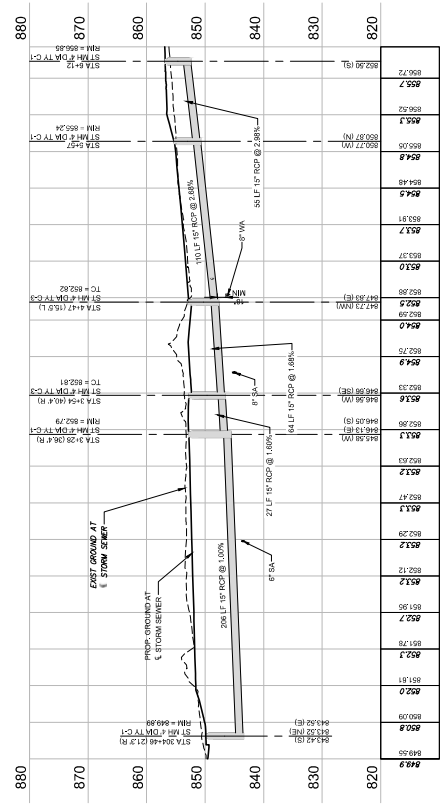
STORM SEWER PLAN
AND PROFILE -
VERKLER COURT

DATE: 08/09/2023

C4.2

PROJECT NO. 0211102.00

1 STORM SEWER PROFILE - VERKLER COURT
SCALE: H: 1"=40' V: 1"=10'





CONSENT AGENDA ITEM NO. 8.N.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Mandatory Certifications for the Fire Department, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Drawing applicants to become firefighters has become an issue both locally and across the country and we have been working collaboratively with the International Association of Fire Fighters Local 49 (local union) to eliminate hiring hurdles. The lack of applicants has not allowed the department to be fully staffed for several years and retirements have outpaced the number of people the Department has been able to hire.

One of the hurdles is that the hiring process to become a city firefighter currently requires an applicant to have an Illinois Department of Public Health paramedic license at the time of hire. If approved this would eliminate the need for applicants to have the license at the time of hire and applicants who do not have it will receive the needed training through the Fire Department to obtain a paramedic license. IAFF Local 49 has voted in favor of this change.

The applicant would still be required to meet the other requirements set forth by the Illinois Municipal Code (65 ILCS 5/10-1-7.1), have a Candidate Physical Ability Test (CPAT) card, and required to have a high school diploma or a GED certificate to be hired as a firefighter/paramedic.

The Department has tried offering other options to increase the applicant pool over the years while trying to maintain the paramedic license requirement without success. In 2022, Council approved a change to Chapter 17, allowing the Department the ability to hire Pre-Hospital Registered Nurses, Advance Practice Registered Nurses, or Pre-Hospital Physician Assistants, which is allowed by the Emergency Medical Services Act. Working with Local 49 we expanded residency requirements, allowing members of the Department or any applicant we hire to live anywhere in the State of Illinois. We did not see any increase in the number of applicants by implementing either of these programs.

There is also language cleanup in this updated ordinance, as the certification from the Office of State Fire Marshal has changed from a Firefighter II certification to a Basic

Operations Firefighter certification. Language was also updated requiring all current members from the rank of Captain and lower to maintain their Emergency Medical Technician license level as a condition of employment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Human Resources Department, International Association of Fire Fighters (IAFF) Local 49

FINANCIAL IMPACT: If approved, there will be some financial impact to both overtime and training costs to implement these changes. The Fire Department has some funds in the Fiscal Year 2024 Budget to cover some of these extra costs that will be incurred. If approved, the Fire Department will include additional budgeted dollars in the FY 20225 Budget to account for the additional training costs and possible overtime needed. Stakeholders can locate the Fire Department FY 2024 Budget in the FY 2024 Budget Book titled "Budget Overview & General Fund" beginning on page 245.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Eric West, Fire Chief

ATTACHMENTS:

[FIRE 1B Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 17 REGARDING THE MANDATORY CERTIFICATIONS FOR THE FIRE DEPARTMENT

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, Section 17-35 of the City Code provides for the required certifications for new and existing staff; and

WHEREAS, the City Council finds it in the best interest of the City to amend the City Code to provide for a transition period as set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS (additions are indicated by underlining; deletions are indicated by strikeouts):

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

Section 2. That Chapter 17, Section 35 shall be updated as follows:

§ 17-143 [Ch. 17, Sec. 35] Mandatory certifications.

- A. No firefighter shall be hired for probationary appointment to the Bloomington Fire Department unless and until he or she shall have obtained certification from the State of Illinois as an Emergency Medical Technician/Paramedic or an equivalent certification or licensure under the Emergency Medical Services (EMS) System Act (210 ILCS 50 et seq.), including a licensed PHRN, APRN, or PHPA. [Amended by Ord. No. 2006-100; 3-14-2022 by Ord. No. 2022-12] Effective November 1, 2023, candidates may be hired for probationary appointment to the Bloomington Fire Department with no prior Emergency Medical Technician licenses. Candidates without a State of Illinois EMT-P (Paramedic) License or an equivalent licensure under the Emergency Medical Services (EMS) System Act (210 ILCS 50 et seq.), including a licensed PHRN, APRN, or PHPA will have 3 years from commencement of employment with the City to obtain a State of Illinois EMT-P (Paramedic) license and shall maintain such licensure as a condition of continued employment with the City.
- B. All permanent firefighters hired prior to November 1, 2023, including and below the rank of Lieutenant Captain who possess a State of Illinois certification license as an Emergency Medical Technician Basic, Intermediate (Advanced) or Paramedic as of January 26, 1982 shall be and they are hereby required as a condition of continued employment, to maintain such certification. All permanent firefighters below the rank of lieutenant who at an time held State of Illinois certification as an Emergency Medical Technician shall on or before January 1, 1983 required to obtain recertification renew as an Emergency Medical Technician their license level held as of November 1, 2023, as a condition of continued employment. The City reserves the right to require, as a condition of continued employment with the City, that all persons accepting

appointment as firefighters after May 1, 1996 be certified as an EMT-P (Paramedic) by the State of Illinois within 18 months of the commencement of their employment with the City (or 18 months after the date the City implements paramedic service, whichever is later) and shall maintain such certification as a condition of continued employment with the City.

- C. Before an individual may commence regular full-time employment as a firefighter, he must have been certified by the Illinois State Fire Marshal as a Firefighter II or Basic Operations Firefighter, as having successfully completed an approved training course as provided in the Illinois Fire Protection Training Act, as amended. All Firefighter II or Basic Operations Firefighter training must be completed by the trainee within his probationary period.
- D. The Chief of the Fire Department is empowered to issue such orders and take such steps as in his opinion may be necessary to cause the certification requirements of this section to be met. [Ord. No. 1999-12]

Section 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

Section 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

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

Section 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 23rd day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.O.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 35 Regarding the Composition of the Bloomington Police Department, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: To help prepare for upcoming retirements within the Police Department, the City is proposing to amend City Code provisions that place certain limitations on the number of personnel within individual classifications to ensure proper transitions and cross-training can take place. For example, the City Code limits the number of lieutenants to six and the number of sergeants to sixteen. The newly proposed language would allow, for example, more than the maximum number of sergeants for purposes of cross-training and transitioning for 30 days.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

If approved, no material impact to the City's budget is anticipated.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Aaron Veerman, Assistant Police Chief

ATTACHMENTS:

[BPD 1B Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 35 REGARDING THE COMPOSITION OF THE BLOOMINGTON POLICE DEPARTMENT

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, Section 35-101 of the City Code provides for the Composition of the Police Department, including the total number of police personnel that may be employed at any time; and

WHEREAS, from time to time the Bloomington Police Department must replace a departing officer where it is in the best interest of the Department and the City to have a transition period where the departing incumbent and the replacement work side-by-side in the same position to facilitate an effective transition; and

WHEREAS, the City Code does not currently provide for a transition period where the incumbent and the replacement may simultaneously occupy the same position; and

WHEREAS, the City Council finds it in the best interest of the City to amend the City Code to provide for a transition period as set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS (additions are indicated by underlining; deletions are indicated by strikeouts):

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

Section 2. That Bloomington City Code Chapter 35, Section 1 A. shall be amended as set forth below:

§ 35-101 [Ch. 35, Sec. 1] Composition of Department - indefinite absences.

- A. The established personnel of the Police Department of the City of Bloomington shall consist of the following persons: Chief of Police, three Assistant Chiefs of Police, six Lieutenants, 16 Sergeants, 102 Police Patrol Officers, and such civilian employees as may be provided for in the annual budget. The limitations provided herein shall not prohibit the appointment/employment of an individual to a position or rank for the purposes of transitioning and/or cross-training for the same position as long as 1) the incumbent has provided written documentation of intent to vacate the position, and 2) the appointment/employment does not overlap the incumbent's employment in the same position by more than thirty (30) days. The Police Department shall be composed of the following offices, divisions and bureaus to which the Officers and civilian employees shall be assigned: [Ord. No. 2018-20]

Office of the Chief of Police

Office of the Assistant Chief of Operations
Office of the Assistant Chief of Administration
Office of the Assistant Chief of Professional Standards
Patrol Division
Criminal Investigation Division
Records Division
Public Affairs
Training Division
School Resource Officers
Neighborhood Focus Team
Communication Center
Animal Control (contracted through McLean County)

Parking Enforcement

Section 3. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

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

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

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

PASSED this 23rd day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.P.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Bloomington City Code Chapter 17 Regarding Composition of the Bloomington Fire Department, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Fire Department is requesting that Chapter 17 Section 1 of the Bloomington Municipal Code be amended to reflect a change in the make-up of the Fire Department.

In 2016, Council approved adding six positions to staff a second ambulance to reduce response times. The Ordinance was never amended to reflect said positions. The amended Ordinance takes the number of firefighters from 87 to 93. The amended Ordinance also changes the title of the Deputy Chief of Administration to Deputy Chief of Training and adds the Deputy Chief of EMS (Emergency Management Services) title. These titles were approved by the City Manager two years ago and were not updated in the Ordinance.

The amended Ordinance removes the Training Officer as that position is now the Deputy Chief of Training. The positions of Assistant Training Officer and Assistant EMS Training Officer are being created and therefore need to be added to the Ordinance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The six positions have been included in the Fire Department budgeted salaries since FY 2020. The salaries for the Assistant Training Officer and Assistant EMS Training Officer will be covered by the vacancy savings in the Fire Department FY 2024 Budget in the Fire-Full Time Salaries account (10015210-61100). If approved, the salaries for the Assistant Training Officer and Assistant EMS Training Officer will be included in the FY 2025 Budget. The Fire Department Budget can be located in the FY 2024 Budget Book titled "Budget Overview & General Fund" beginning on page 245.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Eric West, Fire Chief

ATTACHMENTS:

[FIRE 2B Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING CHAPTER 17 REGARDING THE COMPOSITION OF THE
BLOOMINGTON FIRE DEPARTMENT

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, Section 17-01 of the City Code provides for the Establishment and Composition of the City's Fire Department, including the total number of fire personnel that may be employed at any time; and

WHEREAS, from time to time the Bloomington Fire Department must replace a departing where it is in the best interest of the Department and the City to have a transition period where the incumbent and the replacement work side-by-side in the same position to facilitate an effective transition; and

WHEREAS, the Code does not currently provide for a transition period where the incumbent and the replacement may simultaneously occupy the same position; and

WHEREAS, the City Council finds it in the best interest of the City to amend the City Code to provide for a transition period as set forth herein;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS (additions are indicated by underlining; deletions are indicated by strikeouts):

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

Section 2. That Bloomington City Code Chapter 17, Section 1, Subsection A shall be amended as set forth below:

§ 17-101 [Ch. 17, Sec. 1] Establishment of department - composition - indefinite absences - duties.

- A. There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the Fire Department. The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations,; Deputy Chief of Training, and a Deputy Chief of EMS Administration; a Training Officer; Asst. EMS Training Officer; Asst. Training Officer; a Public Education Officer; three Battalion Chiefs; 18 Captains; 8793 Firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. The Fire Chief, Deputy Chiefs, Asst. EMS Training Officer, Asst. Training Officer Training Officer and Public Education Officer shall maintain and be eligible to improve their commissioned ranks and these appointments will not affect the numbers and ranks of the remaining numbers of sworn members of the department. The rank of Assistant Chief is the administrative equivalent of suppression Battalion Chief e.g., Training Officer. The limitations provided herein shall not prohibit the

appointment/employment of an individual to a position or rank for the purposes of transitioning and/or cross-training as long as 1) the incumbent has provided written documentation of intent to vacate the position, and 2) the appointment/employment does not overlap the incumbent's employment in the same position for more than thirty (30) days.

Section 3. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

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

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

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

PASSED this 23rd day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.Q.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from Gracies Fonda, located at 903 W. Wood St., Requesting the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The Application be approved and the permit for a license be issued with the condition that all sales of alcohol cease daily at 10:30 P.M.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

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

BACKGROUND: Gracies Fonda (Applicant), 903 W. Wood St., is requesting the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License. The new restaurant opened in the former location of Eric's Mini Mart & Restaurant. This application first appeared before the Liquor Commission on September 12, 2023, where it was continued to allow time for the Clerk Department to notice properties within 500 ft. of the Applicant property. On October 10, 2023, when the application came back before the Liquor Commission, the Applicant received support from a neighbor, as well as Bloomington Police Department staff. The Commission voted to positively recommend the application to City Council.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on October 1, 2023, in *The Pantagraph*. 77 notices were mailed to properties within 500 ft. of the Applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAPS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a Broad Range of Employment Opportunities for all Residents), Objective ED-1.1 (Focus on Retention and Expansion of Existing Businesses).

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 1B Application](#)

[CLK 1C Minutes](#)

October 16, 2023

City Clerk Requirement Verification Memo

To: City Council Review

Re: GRACIE'S FONDA

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Certificate of Liability Insurance
- Lease Agreement
 - Expires: 04/30/2033
- Computer Generated Site/Floor Plan
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid \$400 Application Fee
 - Date Paid: 08/22/2023

Establishment expressed interest in the following additional licenses:

- Video Gaming

Due before License Issuance:

- Bond

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Gracies Fonda
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Gracies Fonda
Legal Entity Address (including City, State, and Zip)	903 W Wood Street, Bloomington, IL 61701
Legal Entity Phone Number	309 585 2157
Legal Entity Email Address	graciesfonda@outlook.com
Establishment Address including Zip	903 W Wood Street, Bloomington, IL 61701
Establishment Phone Number	309 585 2157
Establishment Email Address	graciesfonda@outlook.com
*Email Address for <u>ALL</u> City Communications:	graciesfonda@outlook.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Timothy R. Kelley	Bloomington	IL	61701
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: (If applicable)

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: (If different than above)

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor (Fee applies to all except CA, EA, RA, or TA)	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)	\$112.50	\$225	\$150	\$300
S	Sunday (Fee applies to all except CA & CB)	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☒ **Partnership** (Date of Formation: 04/17/2023)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.**
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ No
☒ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☐ Yes ☒ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant and Bar
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RAP
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
Ability to offer alcoholic drinks along with food sold at the establishment
7. If approved, how would the liquor license benefit the City and its residents? _____
Provide a quality restaurant atmosphere to be enjoyed by locals, others, etc., and increase tax revenue.
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Food, snacks, and desserts at this time.
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6 a.m.	11 p.m.
Tuesday:	6 a.m.	11 p.m.
Wednesday:	6 a.m.	11 p.m.
Thursday:	6 a.m.	11 p.m.
Friday:	6 a.m.	11 p.m.
Saturday:	6 a.m.	11 p.m.
Sunday:	6 a.m.	11 p.m.

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Residential to all sides except the South. Miller Park is directly to the south.
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
N/A
 - 2B. Is the area predominately residential, are they single or multi-family homes?
Mixed
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Wood Street directly south - two way with street parking on business side. Allin Street to the east - two way brick street.
4. How much additional traffic is expected to be generated with a liquor license? _____
None
5. Describe any and all on- and off-street parking: _____
Street parking on Wood Street on business side. Parking lot on west side of business.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 0

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Timothy R Kelley

General Partner

Name (Please Print)

Title

08-08-2023

Date



Gracie's Fonda

Item 5. C. Public Hearing and Action on a Request from Crawfords Corner Pub, LLC d/b/a Crawfords Corner Pub, located at 610 W. Chestnut St., for a Redefinition of Premises for their Class TAS (Tavern, All Types of Alcohol, Sunday Sales) Liquor License.

The following item was presented:

Item 5.D. Continuation of the Public Hearing and Action on an Application from Gracie's Fonda, located at 903 W. Wood St., Requesting the Creation of a Class RAPS (Restaurant, All Types of Alcohol, Package and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:20 p.m.

Timothy Kelley, partner of Gracie's Fonda, after being sworn, addressed the Commission.

Mr. Kelley requested the approval of the application for a liquor license at Gracie's Fonda, located at 903 W. Wood Street, to complement a food menu at the neighborhood eatery, which would be operating between 6 a.m. and 11 p.m. regularly.

Commissioner Mwilambwe inquired about the number of employees. Mr. Kelley stated there would be 6. Commissioner Mwilambwe asked if Mr. Kelley started in April, Mr. Kelley stated that the first day of service was July 1, 2023. Commissioner Mwilambwe asked if all employees were BASSETT trained, to which Mr. Kelley replied that they were not currently, but would be. Commissioner Mwilambwe asked when employees would be BASSETT trained. Mr. Kelley replied prior to the sale of any alcohol.

Commissioner Meister inquired about capacity. Mr. Kelley stated that numbers were on the signs, and it was around 47 for the east side and 69 for the west side.

Mr. Kelley stated that there was one outstanding issue with inspection and fire alarm testing and that he was working on the issue.

Commissioner Meister asked if there would be live music at the location. Mr. Kelley replied that there was no plan currently, but he did not want to rule it out. Commissioner Mwilambwe asked if there was current music. Mr. Kelley replied that there was a sound system that provided background music. Commissioner Mwilambwe asked if there were any planned special events or DJs being considered. Mr. Kelley stated that they did not intend to have late-night loud music which could be a nuisance in the surrounding neighborhood.

Commissioner Meister stated that she had no further questions.

George Boyle, Asst. Corporation Counsel, stated that this issue was previously continued to provide time to send notice to parties within 500 feet.

Mr. Boyle confirmed that Mr. Kelley did not intend to serve alcohol outside to which Mr. Kelley agreed. Mr. Boyle asked Mr. Kelley if he would oppose the license stating that alcohol sales would stop at 11:00 p.m. Mr. Kelley had no objection.

Commissioner Mwilambwe requested background on previous issues and concerns at the location. Paul Williams, Asst. Police Chief, replied that in the past the location had hosted large gatherings posing issues with parking, noise, and fighting, and operated more like a bar than a restaurant. His only concern was that at the suggested quiet times Gracie's Fonda would become and remain quiet to avoid previous issues. Mr. Boyle added that ceasing liquor sales at 10:30 p.m. for the previous owner remedied most of the issues. Mr. Boyle added that there had been no issues with Gracie's Fonda since opening and that they appear to have had some neighborhood support.

Asst. Police Chief Williams inquired about off-street parking at the location. Mr. Kelley replied that there was parking, though they have had some issues with an apartment complex nearby using the spaces, but that had nearly been resolved.

Commissioner Meister asked if there were any business ties to the previous owner. Mr. Kelley stated the previous owner owned the building, which they were leasing, but there were no business ties outside of the tenancy relationship.

Commissioner Mwilambwe asked about the number of parking spaces at the location. Mr. Kelley stated that they had 16. Asst. Chief Williams stated there were no restrictions for on-street parking and Mr. Kelley added that there were no issues with parking at the location.

Commissioner Mwilambwe asked if anyone present would like to speak for or against the item.

Surena Fish, after being sworn, stated that she was the head of both West Side Neighbors and Miller Park Neighbors. She expressed concern that the previous establishment frequently had issues with out-of-town patrons parking all the way down Wood Street. There were issues with drugs, prostitution, and noise that culminated in a specific issue that spilled over into the park, blocking the intersection at Wood Street, and requiring a necessary police presence.

She requested that Gracie's Fonda close as close to the park closing time as possible as the issues were only prevalent past those hours. She added that she enjoyed the food at Gracie's Fonda and did not wish to impede their ability to do business and aimed to avoid previous issues associated with prior ownership.

Commissioner Mwilambwe asked Asst. Chief Williams what attracted the previous issues. Asst. Chief Williams stated that previous ownership was the issue, not the location.

Commissioner Mwilambwe stated that he was not interested in penalizing Gracie's Fonda for past issues at that location, but wished to proceed with caution, adding that he would recommend liquor sales stop at 10:30 p.m. with the option that it could be revisited at a later date.

Commissioner Mwilambwe closed the Public Hearing at 4:39 p.m.

Commissioner Mwilambwe made a motion, seconded by Commissioner Meister, to positively recommend the Item to Council with the condition that liquor sales stop at 10:30 p.m.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. E. First Appearance on a Citation Issued to Dublin Bay, Inc., d/b/a Killarneys, at 523 N. Main St., for Violating Chapter 6, Section 27(b)(2) of the Bloomington City Code Relating to Minor in a Tavern.

The following item was presented:



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: Ward 1 and Ward 2

SUBJECT: Consideration and Action on a Resolution Authorizing an Annexation Agreement with Carl and Sara Muller for the Property at 1420 Six Points Road, PIN: 21-17-126-001, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Carl Muller and Sara Muller have submitted a request for approval of an Annexation Agreement for an approximately 1.5-acre already improved property, commonly known as 1420 Six Points Road. Upon Annexation, all acreage is to be zoned R-1B (Single-Family Residence) District.

Summary of the Request:

- Incorporate the property for access to City water for the existing single-family dwelling.
- Rezone the property from R-1 (Single-Family Residential) District (County) to R-1B (Single-Family Residence) District (City).
- The Property owner is responsible for the cost of water infrastructure construction from the public main to the service area and tap-on fees to the public main.
- Fee-in-lieu for parkland dedication and substandard roadway improvements are accounted for.
- No waivers or incentives are provided as part of this Agreement.

On Wednesday, October 4, 2023, the Planning Commission held a public hearing and voted 9-0-0 to recommend approval of the Annexation Agreement and Zoning Map Amendment, with a change from the originally proposed R-1A (Single-Family Residence) District to R-1B (Single-Family Residence) District, which is more consistent with the character of development in the area and would not result in the creation of a non-conforming property. The Planning Commission's recommended change, as well as Staff's recommendation, is reflected in the Agreement draft that is attached for consideration and hearing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice was published in *The Pantagraph* on Thursday, August 10, 2023. Courtesy notices were mailed to 67 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District. Notice was also published in *The Pantagraph* on Monday,

September 11, 2023.

The Applicant provided notice of the public hearing, by Certified Mail, to the following parties on October 12, 2023: 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 Sunday, October 8, 2023.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will allow for continued beneficial use, and incorporation, of a Tier 1 improved property adding to the City's tax base. The Applicant will be responsible for the construction cost of the infrastructure associated with water and/or eventual sewer tap-on. Parkland Dedication obligations will be provided through a fee-in-lieu payment. Tap-on fees and substandard road fees have been incorporated into the Agreement as well.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: 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), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), Objective H-1.1b (Provide supporting infrastructure for housing such as roads, sanitary sewer facilities, park and trails), and Goal UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), Objective UEW-1.5c (Upgrade and maintain the water supply, storage and distribution system).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 6B Z-12-23 Resolution](#)

[E&CD 6C Resolution Exhibit B & Annexation Agreement](#)

[E&CD 6D Z-12-23 Staff Report](#)

[E&CD 6E Z-12-23 Draft Planning Commission Minutes](#)

RESOLUTION NO. 2023 - ____

**A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH CARL AND SARA MULLER
FOR THE PROPERTY AT 1420 SIX POINTS ROAD, PIN: 21-17-126-001**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a request for approval of an Annexation Agreement pertaining to property commonly known as 1420 Six Points Road, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, the request included a proposed Annexation Agreement labeled as Exhibit “B” and hereinafter referred to as “Agreement”, which is attached hereto and made part hereof by this reference; and

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

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

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

WHEREAS, the Bloomington City Council, after proper notice was given, conducted a public hearing on said request and Agreement; 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 Bloomington Planning Commission and hereby approves the Annexation Agreement, attached as Exhibit “B”, with Carl and Sara Muller for the Property at 1420 Six Points Road, legally described in Exhibit “A”, and authorizes the Mayor and City Clerk to execute said agreement.

Section 3. 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 4. This Resolution shall take effect immediately after its approval and publication as required by law.

PASSED this 23rd day of October 2023.

APPROVED this _____ day of October 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A PART OF LOTS 12,13,14, 15 AND 16 IN THE SUBDIVISION OF SECTION 17,
TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN,
AS PER PLAT RECORDED IN BOOK 37 OF DEEDS, ON PAGE 92 AND 93,
DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF
SAID LOT 12; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 12, 10
CHAINS; THENCE EAST 100 FEET; THENCE NORTH PARALLEL WITH SAID
WEST LINE 10 CHAINS; THENCE WEST TO THE PLACE OF BEGINNING, IN
MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001
ADDRESS: 1420 SIX POINTS ROAD

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Carl Müller and Sara Müller, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City. **Owner shall refer to Carl Müller and Sara Müller, their successors, or assigns.**

WHEREAS, Owner is the owner of approximately one-and-one-half (1.5) acres less public right-of-way, with frontage on Six Points Road and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”), **commonly known as 1420 Six Points Road**; and

WHEREAS, Owner has submitted an Annexation Plat for Muller’s Addition to the City of Bloomington, attached hereto as Exhibit “B” (hereinafter “Annexation Plat”); and

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

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

WHEREAS, the Owner is desirous of having said premises zoned R-1B (Single-Family Residence) District, upon annexation to the City **(all Lots referenced shall include any subdivisions thereof)**; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

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

1. ANNEXATION PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit “A” to the City’s corporate limits, no later than 30 days after approval and execution of this Annexation Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Premises, including specifically, public hearings on this annexation agreement and the rezoning provided for in this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit “A.”

3. ZONING.

City agrees to rezone the Premises, upon annexation, legally described on Exhibit “A” to R-1B (Single-Family Residence) District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

A. Six Points Road.

- (1) Owner shall dedicate the portion of the property within 29.5 feet of the Section Line to the north of the property, for use as public Right-Of Way for the future street widening of Six Points Road. Owner shall prepare and submit the Right-of-Way Plat in accordance with City code. Document submittal shall occur before an Annexation Plat may be recorded and shall be recorded concurrently with such.
- (2) At the completion of the road being modified to City Minor Arterial street standards, the Owner 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' wide minor street section. Said fee is currently \$175 per foot (1/2 of \$350 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 roadway completion.

B. Water.

- (1) The Owner may tap the public water main on the north side of Six Points Road.
- (2) The premises shall be required to connect to the City's water mains within 12 months of execution of this Annexation Agreement.
- (3) The Owner shall be responsible for payment of tap-on fees of \$3,690.00 prior to connection. This fee has been calculated through October 2023 and will be held through December 31, 2023. If payment is made after December 31, 2023, the fee shall be recalculated based on a rate of 6% simple interest or the CPI, whichever is lower at the time of payment.

C. Sanitary Sewer. Owner, at Owner's election, may either:

- (1) At Owner's expense, extend the public sewer approximately 400' east along Six Points Road from the existing sanitary sewer manhole located at the intersection of Six Points Road and Woodhavens Drive, and tap a

service from the extended sewer. The City agrees to pay for oversizing of the public sewer, if any, within 30 days of completion.

- (2) Tap and use any future sanitary sewer main extension that results in the availability of access adjacent to the Property.
- (3) If and when either option is selected, the Owner shall be responsible for payment of tap-on fees prior to connection to a sanitary sewer main.

D. **Parkland Dedication.** Owner agrees to pay a fee of \$682.81 in lieu of parkland dedication pursuant to City Code.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owners 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.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois ("City"):
City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To Carl Müller and Sara Müller ("Owner"):
101 N. Mercer
Bloomington, IL 61701

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. 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.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Authority to Execute. The City hereby warrants and represents to the Owners that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent to the City (i) that they are the record and beneficial owners 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 Owners will (a) result in a breach or default under any agreement to which the Owners are 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 Owners or the Property is subject.
- M. 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 Owners agree 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.

- N. 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 Owners.
- O. Recording. After the Owners have 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.
- P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2023, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNERS:

Carl Müller, Property Owner

Sara Müller, Property Owner

EXHIBIT A
LEGAL DESCRIPTION

A PART OF LOTS 12, 13, 14, 15 AND 16 IN THE SUBDIVISION OF SECTION 17,
TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN,
AS PER PLAT RECORDED IN BOOK 37 OF DEEDS, ON PAGE 92 AND 93,
DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF
SAID LOT 12; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 12, 10
CHAINS; THENCE EAST 100 FEET; THENCE NORTH PARALLEL WITH SAID
WEST LINE 10 CHAINS; THENCE WEST TO THE PLACE OF BEGINNING, IN
MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001
ADDRESS: 1420 SIX POINTS ROAD



Rev.			
Drn.		Blk.	
App.	BKS	Drn.	BKS
Vault ID:			

MULLER ANNEXATION PLAT
1420 SIX POINTS ROAD
BLOOMINGTON, ILLINOIS

Surveyor's Certificate

I, **Bradley K. Shaffer**, Illinois Professional Land Surveyor No. 3488, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of lands to be annexed to the City of Bloomington, McLean County, Illinois, prepared under my direction.



A part of Lots 12, 13, 14, 15 & 16 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat thereof recorded in Book 37 of Deeds, on Pages 92 and 93, described as follows: Beginning at the northwest corner of said Lot 12; thence South along the west line of Lots 12, 13, 14, 15 & 16, 10 Chains; thence East 100 feet; thence North parallel with the west line of said Lots 12, 13, 14, 15 & 16, 10 Chains to the north line of said Lot 12; thence West 100 feet to the Point of Beginning, EXCEPTING THEREFROM any part thereof previously annexed to the City of Bloomington per the Annexation Plat recorded June 20, 2011 as Document No. 2011-13501 in the McLean County Recorder of Deeds Office.

21815

Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expires 1/30/2024

of: 1

Job # 2533.01

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: ~~September 6, 2023~~ October 4, 2023 (REISSUED)

CASE NO: Z-12-23, Annexation Amendment & Zoning Map Amendment

REQUEST: Public hearing, review and action on a request submitted by Carl Müller and Sara Müller, for approval of an Annexation Agreement and Zoning Map Amendment for the subject property, from County R-1 (Single-Family Residential) District to City R-1A (Single-Family Residence) District, pertaining to property commonly known as 1420 Six Points Road (PIN: 21-17-126-001), consisting of approximately 1.5 acres.

BACKGROUND

Request

The Applicant seeks approval of an Annexation Agreement and Zoning Map Amendment to incorporate the property for access to City water to allow the Applicant to make continued reasonable use of the property. Residential zoning is appropriate, representing the same level of development intensity currently allowed by the County zoning, and no subdivision or additional development is proposed for the property. Residential zoning is also in alignment with the City's Comprehensive Plan and the current development character of the area. No waivers or incentives are provided as part of this Agreement.

Property Characteristics

The subject property consists of 1.5 acres of land on the south side of Six Points Road, less than half a mile west of S. Morris Avenue; it comprises a portion of a 4.93-acre tract of unincorporated land surrounded by the incorporated subdivisions, on the eastern border of the Oakwoods Development. The property is improved with a single-family residential dwelling and accessory structure, with direct access to Six Points Road. The 100-foot lot width is substandard for the proposed R-1A zoning classification, but the minimum lot area is compliant. The property was improved through reliance upon well water and a septic system, but the well has failed in the recent past and is unable to be economically revitalized or redrilled.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Thursday, August 10, and on Monday, September 11, 2023. Courtesy notices were mailed to 67 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1A (Single-Family Residence)	Street/Vacant/Single-Family Dwellings
South	R-1A/R-1C (Single-Family Residence)	Outside Storage/Parking
East	R-1 County (Single-Family Residential)	Single-Family Dwelling/Outside Storage
West	R-1 County (Single-Family Residential) & R-1C (Single-Family Residence)	Single-Family Dwellings

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: County R-1 (Single-Family Residential) District

The R-1 Single-Family Residential District is intended to provide low-density single-family dwelling use and to allow certain public facilities. It is intended that no uses be permitted within the R-1 District that will tend to devalue property for residential purposes or interfere with the health, safety, order or general welfare of persons residing in the district. The provisions of the R-1 District are also intended to control density of population and provide adequate open space around buildings and structures in the district to accomplish these purposes (McLean County Code § 350-36A).

Proposed Zoning: R-1A (Single-Family Residence) District

The R-1A Residence District is intended to provide for the establishment of areas characterized by large lot single-family dwelling units for occupancy by families, and related recreational, religious, and cultural facilities that serve the immediately surrounding residents, as well as those living in the district. The R-1A district provides for approximately two dwelling units per acre (§ 44-401A).

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals H-1.1b (Provide supporting infrastructure for housing such as roads, sanitary sewer facilities, park and trails) and UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents).

The 2035 Comprehensive Plan's Future Land Use map identifies this area as Low Density Residential. The Land Use Priorities map identifies this property as Tier 1, "Platted areas for future development of existing subdivisions but not built out to completion."

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Request for Zoning Map Amendment for R-1 to R-1A

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the R-1A (Single-Family Residence) District are residentially oriented—as are those of the current County R-1 zoning—and are appropriate near other residential uses in the vicinity. The density allowed under the proposed zoning (approximately two dwelling units per acre) would permit an additional two homes to be built on the subject property, but the arrangement of lot means that construction and subdivision is not practical due to a lack of access to public frontage.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property is improved with a single-family dwelling which is appropriate for the zoning.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Lot characteristics and densities for the subject size are similar between the existing County and proposed City zoning districts. However, the existing lot width of 100-feet would result in the creation of a nonconforming lot upon annexation and a map amendment to R-1A, and the existing structure would be mildly nonconforming in required front-yard depth, particularly after the required dedication of additional right-of-way for the future expansion of Six Points Road.

Staff recommends amending the Zoning Map to R-1B, rather than R-1A. The R-1B district allows densities of up to approximately six dwelling units per acre—also considered “Low Density Residential”—but has a minimum lot width of 70-feet and a front-yard setback of only 30-feet which is more consistent with the character of development in the area and would not result in the creation of a non-conforming property or primary structure.

4. The existing land uses and zoning of nearby property.

The land uses and zoning of the most proximate properties are low- to medium-density residential and/or high intensity commercial. The adjacent property on two sides is (and will remain) unincorporated land, zoned R-1, with other adjoining properties zoned City R-1A and R-1C. Properties further to the south and east are zoned R-1B (single-family dwellings), R-2 (vacant) and B-1 (towing, vehicle repair/service).

Given the proximity to major transportation, commercial areas, and public utilities, long-term redevelopment of the area south of Six Points Road, between Woodhavens and Szarek, can be more reasonably expected to mimic the development characteristics of the (R-1B) Timbers, Szarek, and Benson’s Oak Grove Subdivisions to the east, rather than the R-1A and/or unincorporated areas to the north and west. Planning for future growth in this area should be carefully considered as properties in this pocket of unincorporated land are annexed.

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.

Relative gain to the owner is real due to the increase in value of the property with the provision of public water service, but the hardship to the community is minimal, if even realized. The character of any future development on the property would be similar to what currently exists.

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.

The property has existing frontage along an existing Minor Arterial (Six Points Road) which is constructed sufficiently for the current capacity, but long term may be improved to provide an appropriate level of service as the surrounding properties develop. Considerations for substandard roadway fees are built into the Agreement.

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.

The low-intensity development that would be permitted by the proposed zoning would not be

expected to cause any additional flooding issues, or to exacerbate any existing problems. Any new development will be required to meet any relevant requirements for stormwater management.

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.**

The property can be readily served by Bloomington fire and police protection and will be annexed to BNWRD. Taxes are already paid to the Unit 5 School District and Heartland Community College as improved property so changes as a result of jurisdiction will not negatively impact those entities.

9. **The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.**

Approval of the Zoning Map Amendment at the conclusion of the public hearing and Council review would be the result of a fair, equitable, and orderly review process. The region, in general, has an interest in retaining and increasing housing without resulting in urban sprawl; this annexation does that by supporting the continued viability of existing residential development.

10. **The extent to which property values are diminished by the particular zoning restriction.**

Property values are unlikely to be diminished by the Map Amendment since the character of the result would be similar to that of existing development. Traffic congestion is not expected to significantly increase as no additional curb cuts would be permitted due to the width of this lot.

11. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.**

Property values are unlikely to be diminished by the Map Amendment.

12. **Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.**

The Future Land Use map identifies this area as “Low Density Residential” and approval of the Map Amendment would continue to permit the “Low Density Residential” already permitted on the property. The Land Use Priorities map identifies this property as Tier 1, “Platted areas for future development of existing subdivisions but not built out to completion.”

13. **Whether the City needs the proposed use.**

The region, in general, needs to retain and increase housing that does not encourage urban sprawl.

ADDITIONAL STANDARDS FOR REVIEW FOR ANNEXATION

Both the Planning Commission and City Council shall conduct public hearings on the Agreement. The Planning Commission shall make its recommendation to the City Council after conducting its hearing. Recommendations shall be made...giving due consideration for the purpose and intent of Chapter 44, Article I, of the Bloomington City Code - 1960, including the following specific purposes (§ 8.5-203D(9)):

(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; this annexation supports the continued viability of existing residential development and is likely to protect or increase values locally.

(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, as does the requirement within the Agreement for Parkland dedication. Compliance with the Code for the proposed districts will be generally protective from the hazards of pollution and misuse; no Variations to the Code are requested or included as part of the Agreement.

(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—which is the expectation and requirement of such—will address onsite and localized flooding issues.

(d) To preserve and protect historic locations, structures and groups of structures;

Not applicable; this property does not hold historic resources.

(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; evaluation indicates that the proposed zoning and uses are consistent with those existing on nearby properties. Annexation as proposed in the Agreement should not negatively impact existing structures or neighborhoods of distinctive architectural character and appearance, to which the existing structure contributes.

(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; Annexation and utility connection of the subject property makes beneficial use of utilities and transportation improvements that have been installed to support other existing land uses and structures.

(g) To establish standards for the orderly development or redevelopment of geographic areas within the City;

The Agreement creates standards for future development by assigning appropriate zoning.

(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, as do the requirements for supporting public improvements specified in the Agreement. Adequate provisions exist for public safety in terms of ingress, egress, and pedestrian circulation.

(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 speak to this purpose; evaluation indicates adequate facilities either exist or will be supported by this Agreement.

- (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 speak to this purpose; no change to the use of the subject property is proposed.

- (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.**

Annexation results in an increased tax base, efficient extension of utilities to serve an existing use, support of the Comprehensive Plan's vision of achieving a high quality of life and enduring economic stability, and a direct positive impact on many of the included goals and objectives.

Upon a vote, the Planning Commission will forward its recommendation to City Council. Council will then conduct a second public hearing, and approve or reject the Agreement on the basis of:

1. The facts presented at the public hearings; and
2. The recommendations of the Planning Commission; and
3. The recommendations of the City Staff.

STAFF RECOMMENDATION

Staff additionally finds that the proposed Zoning Map Amendment ***is in the public interest and not solely for the benefit of the applicant but could be more appropriate***, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

Motion to establish findings of fact that:

1. The request for approval of a proposed Zoning Map Amendment to a Single-Family Residence Zoning District ***is in the public interest and not solely for the benefit of the petitioner***,
2. An amendment to the R-1A (Single Family Residence) District, as requested, would result in the creation of non-conforming property upon Annexation, due to existing lot width and primary structure setback,
3. An amendment to the R-1B (Single Family Residence) District would be more appropriate, considering both the subject property and character of development in the area;

and to recommend ***approval of a Zoning Map Amendment to the R-1B (Single Family Residence) District*** for the subject property.

Staff finds that the standards for an Annexation Agreement have been adequately addressed in the Draft Agreement, after reviewing the relevant factors for consideration, and recommends the Planning

Commission take the following action(s):

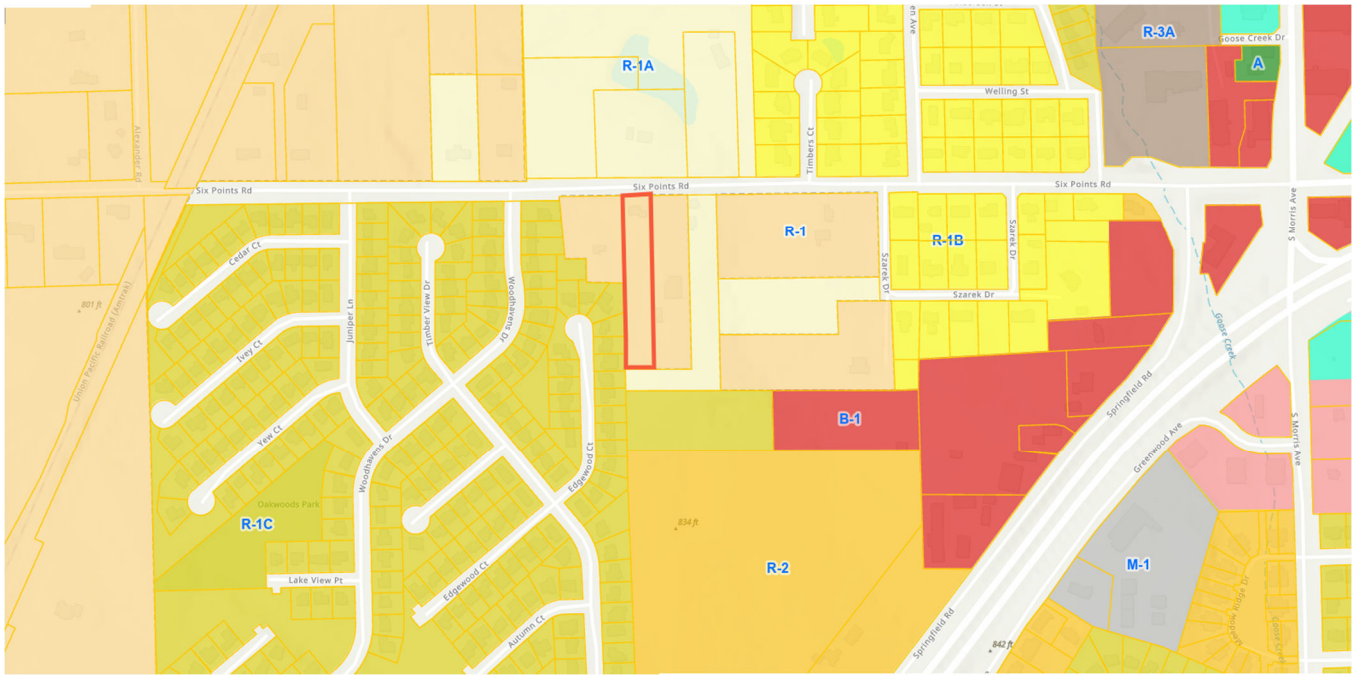
Motion to establish findings of fact that the request for approval of the proposed Annexation Agreement is ***in the public interest and not solely for the benefit of the petitioner*** and to recommend ***approval*** of the request, ***with the Condition that the Agreement be amended*** to assign zoning of the “R-1B (Single-Family Residence) District” upon Annexation.

Respectfully submitted,
Alissa Pemberton
City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View(s)
4. Petitioner-Submission - Description of Project
5. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)



Attachment 4 - Petitioner-Submission - Description of Project

This property is currently not habitable because no water supply is available in current condition. The previous owner has removed the pump and electrical supply from the current well. We also found this the current site of the well not usable, and therefore disconnected. We plan to have water supply restored and rehabilitate the house to be usable again. We have an elderly parent that we hope to have use this home.

From previous owner information, we think it has been empty for about 10 years.

We plan to use this house for single family use.

This home is now empty and house is not habitable at it stands. The properties surrounding this one are also single family occupied.

We purchased this land with hope of using the existing well. The cost of digging a new well would be significant, with no guarantee of providing good water supply. Allowing this property to be zoned in the City of Bloomington, and thus providing water supply, would make this property usable for housing. The property as it stands would not be likely be improved and of no increased value.

This property sits on a well maintained road that provides easy access to the property

The development of this property to a usable home would not make any change to the drainage pattern of this area. The only change made will be a water line that will be under ground.

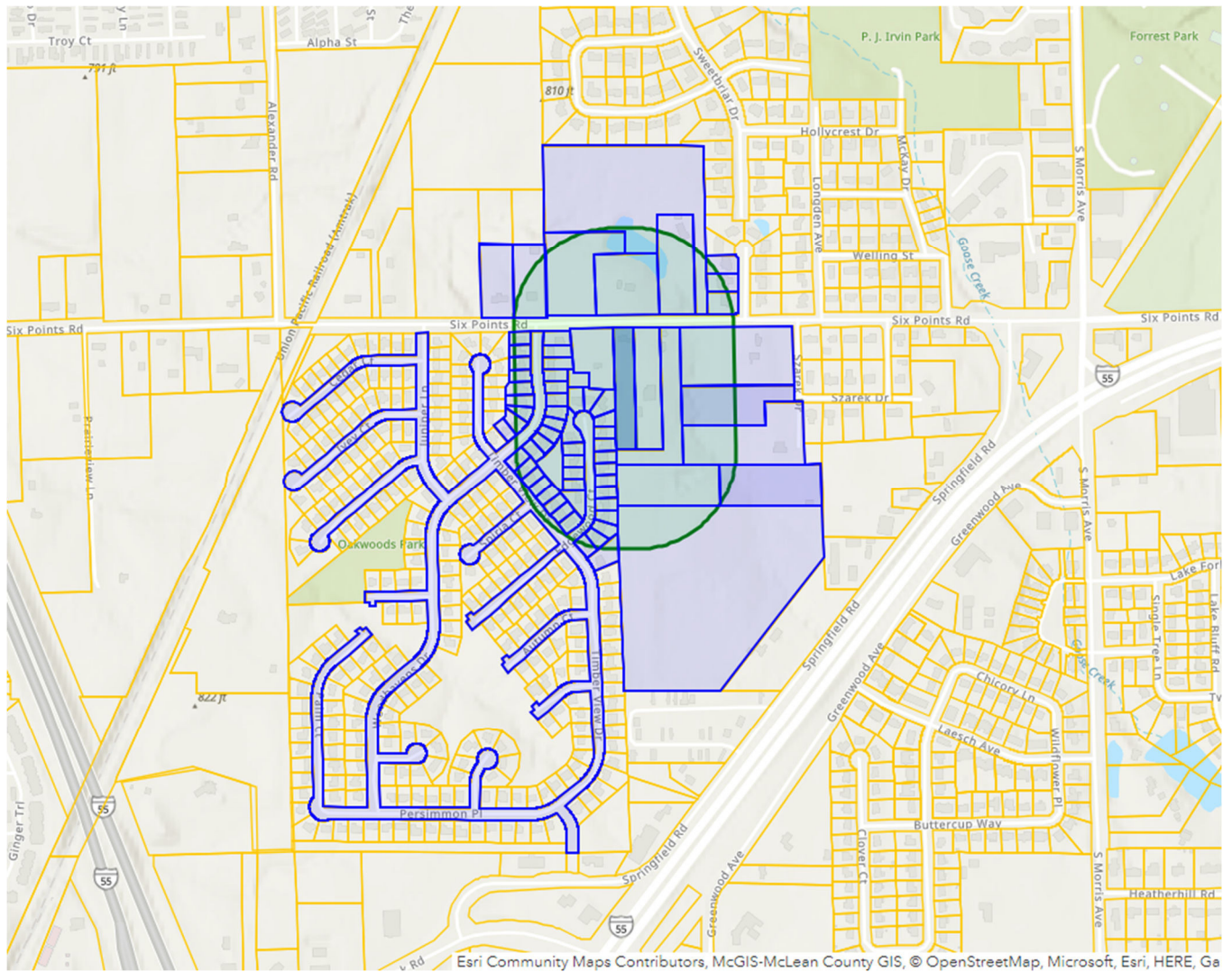
We are requesting new water service to this house. No sewage service from the city will be required and will continue to use the septic tank provided on the property.

Value of this property could be improved by changing the zone to the city and thus providing water supply to this home.

This property is currently a single family home and would remain as the same. When property was purchased, it was being used a storage space, and would now be rehabilitated to use as was previously intended.

The city of Bloomington currently has need for more housing. This rehabilitation would provide housing for one family

Attachment 5 - Neighborhood Notice Map



and will also be maintained by the apartment complex. He was unsure how the sidewalk will connect to Lutz but confirmed it will connect to existing sidewalk to the north.

Chair Boyd closed the public hearing.

Commissioner Krieger made a motion, seconded by Commissioner Muehleck, to establish findings of fact that the Amended Preliminary Plan does conform with the standards of the Subdivision Code and the Official Comprehensive Plan and to recommend approval of the Preliminary Plan, with a note that any construction plan items and details included in the submission will require additional review and final approval as part of the platting and construction phase(s).

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen
Motion passed.

The following item was presented:

Item 5.B. Z-12-23 - Public hearing, review and action on a request submitted by Carl Müller and Sara Müller, for approval of an Annexation Agreement and Zoning Map Amendment for the subject property, from County R-1 (Single-Family Residential) District to City R-1A (Single-Family Residence) District, pertaining to property commonly known as 1420 Six Points Road (PIN: 21-17-126-001), consisting of approximately 1.5 acres.

Ms. Pemberton presented the Staff Report and recommended approval of the proposed Annexation Agreement and Zoning Map Amendment. She noted that the applicant requested to be zoned as R-1A (Single-Family Residence) District, however this would result in the creation of a non-conforming property upon Annexation, due to existing lot width and primary structure setback. During the presentation, Ms. Pemberton included additional information on the Right-of-Way plat as well as R-1A (Single-Family Residence) District versus R-1B (Single-Family Residence) District zoning. Ms. Pemberton explained that Staff's recommendation is to approve a modified Zoning Map Amendment to R-1B, rather than R-1A as originally proposed.

Commissioner Lewis inquired about the cost of annexation to the City of Bloomington. Ms. Pemberton responded there will be costs related to development in the area, whether the property is annexed or not, based on possible street widening and other public improvements. She also explained the Applicant is responsible for fees for annexation and tap-on, and there are no incentives requested as part of the Agreement.

Commissioner Galpalli inquired about the difference between R-1A versus R-1B zoning. Ms. Pemberton responded with the difference in requirements and intent of each zone.

Commission Vice Chair Beyer asked why there is a difference in request. Ms. Pemberton stated the Applicant requested the minimum single-family zoning which would allow beneficial use of the property within the City. which is the R-1A zoning.

DRAFT

MEETING MINUTES

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

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Commission Vice Chair Beyer inquired about other nonconforming properties and what nonconformities exist for the subject property. Mrs. Pemberton stated there are many nonconforming lots within Bloomington due to zoning code updates and the subject property would be nonconforming in R-1A due to lot width and structure setback.

Commissioner Beyer made a motion, seconded by Commissioner Cullen, to establish the findings of fact that: 1) the request for approval of a proposed Zoning Map Amendment to a Single-Family Residence Zoning District is in the public interest and not solely for the benefit of the petitioner, 2) an amendment to the R-1A (Single-Family Residence) District, as requested, would result in the creation of non-conforming property upon Annexation, due to existing lot width and primary structure setback, and 3) an amendment to the R-1B (Single-Family Residence) District would be more appropriate, considering both the subject property and character of development in the area; and to recommend approval of a Zoning Map Amendment to the R-1B (Single-Family Residence) District for the subject property.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen.

Motion passed.

Commissioner Patino made a motion, seconded by Commissioner Muehleck, to establish the findings of fact that the request for approval of the proposed Annexation Agreement is in the public interest and not solely for the benefit of the petitioner and to recommend approval of the request, with the Condition that the Agreement be amended to assign zoning of the "R-1B (Single-Family Residence) District" upon Annexation.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commission Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen.

Motion passed.

New Business

Commissioner Mary Ann Cullen introduced herself and stated she is excited to serve.

Commission Chair Boyd expressed concern with parking surrounding the regular meeting location and asked Staff to investigate possible alternative meeting spaces.

Adjournment

Commissioner Krieger made a motion, seconded by Commissioner Beyer, to adjourn.
Roll call.

AYES: Commission Chair Boyd; Commissioner Lewis; Commissioner Krieger; Commissioner Muehleck; Commissioner Peradotti; Commissioner Vice Chair Beyer; Commissioner Galpalli; Commissioner Patino; Commissioner Cullen

Motion carried (viva voce).

DRAFT

MEETING MINUTES

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REGULAR AGENDA ITEM NO. 9.B.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: Ward 1 and Ward 2

SUBJECT: Consideration and Action on an Ordinance Annexing the Property at 1420 Six Points Road and Approving a Zoning Map Amendment for Said Property to the R-1B (Single-Family Residential) District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Carl Müller and Sara Müller have submitted a Petition requesting Annexation and enactment of the Zoning Map Amendment agreed to in the Annexation Agreement that is the subject of a public hearing and approving Resolution before the Council at this same meeting. Upon adoption of the Resolution approving the Agreement, it is appropriate to act upon the benefits and obligations of such and adopt an ordinance annexing the property as provided in the agreement.

Fees as a Condition of Annexation in the amount of \$887.97 have been paid.

Additional fees will apply following approval of this Ordinance.

- Parkland Dedication - \$682.81
- Water Tap-On Fee - \$3,665
- Substandard Road Fee (Six Points) - approx. \$17,500 will become due upon improvement of the road

The Applicants will also be responsible for annexing to the Bloomington-Normal Water Reclamation District (BNWRD) and Bloomington-Normal Airport Authority within 30 days of Council's approval of the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice for the public hearing on the Annexation Agreement and Zoning Map Amendment was published in *The Pantagraph* on Thursday, August 10, 2023. Courtesy notices were mailed to 67 property owners within 500 feet of the subject property, as well as to Bloomington Township, McLean County, and Unit 5 School District. Notice of the October 4, 2023 public hearing before the Planning Commission was published in *The Pantagraph* on Monday, September 11, 2023.

The Applicant provided notice of the public hearing before the City Council by Certified Mail

to the following parties on October 12, 2023: 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 on the related Annexation Agreement at City Council was published in *The Pantagraph* on Sunday, October 8, 2023.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will allow for continued beneficial use, and incorporation, of a Tier 1 improved property adding to the City's tax base. The Applicant will be responsible for the construction cost of the infrastructure associated with water and/or eventual sewer tap-on. Parkland Dedication obligations will be provided through a fee-in-lieu payment. Tap-on fees and substandard road fees have been obligated as well.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: 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); Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), Objective H-1.1b (Provide supporting infrastructure for housing such as roads, sanitary sewer facilities, park and trails), and Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment); Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), Objective UEW-1.5c (Upgrade and maintain the water supply, storage and distribution system).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 7B Ordinance](#)

[E&CD 7C Annexation Petition](#)

[E&CD 7D Affidavit and Proof of Service of Mailing](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE ANNEXING THE PROPERTY AT 1420 SIX POINTS ROAD AND APPROVING A ZONING MAP AMENDMENT FOR SAID PROPERTY TO THE R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting Annexation of the property located at 1420 Six Points Road, legally described in Exhibit “A”, and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said Petition included an Annexation Plat prepared by Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488 of Lewis, Yockey & Brown, Inc., on September 26, 2023, depicted in Exhibit “B”, which is attached hereto and made part hereof by this reference;

WHEREAS, the Property is already the subject of an approved Annexation Agreement, dated October 23, 2023;

WHEREAS, said Annexation Agreement includes approval for a Zoning Map Amendment from the (County) R-1 (Single-Family Residential) District to the (City) R-1B (Single-Family Residence) District for the subject Property upon Annexation;

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;

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

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

Section 1. That the above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. That the request for Annexation of the Property at 1420 Six Points Road, legally described in Exhibit “A” and depicted in Exhibit “B”, is hereby approved and said property annexed pursuant to the Annexation Agreement of October 23, 2023.

Section 3. A Zoning Map Amendment from (County) R-1 (Single-Family Residential) District to (City) R-1B (Single Family Residence) District for the Property at 1420 Six Points Road, legally described in Exhibit “A” and depicted in Exhibit “B”, is hereby approved pursuant to the Annexation Agreement of October 23, 2023.

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.

PASSED this 23rd day of October 2023.

APPROVED this _____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

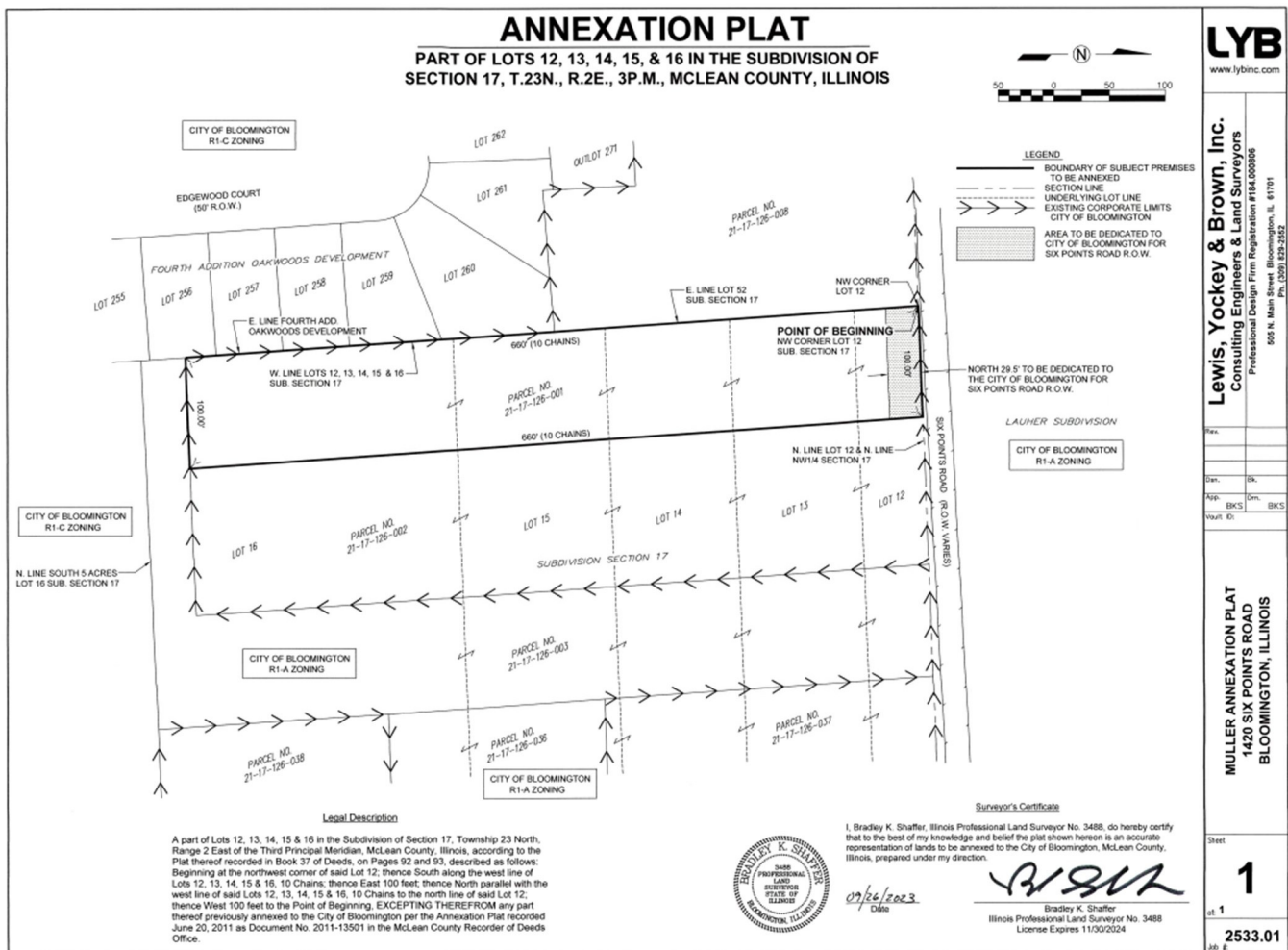
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

A PART OF LOTS 12, 13, 14, 15 AND 16 IN THE SUBDIVISION OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED IN BOOK 37 OF DEEDS, ON PAGE 92 AND 93, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 12, 10 CHAINS; THENCE EAST 100 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE 10 CHAINS; THENCE WEST TO THE PLACE OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001
ADDRESS: 1420 SIX POINTS ROAD

EXHIBIT B



WHEREFORE, your Petitioner hereby respectfully request that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, approve the Annexation Agreement, annex the Property to the City of Bloomington, McLean County, Illinois, and amend the Official Zoning Map of the City to classify the Property into the zoning classification(S) set forth in the Annexation Agreement.

RESPECTFULLY SUBMITTED BY:



Carl Müller
Owner/Petitioner



Sara Müller
Owner/Petitioner

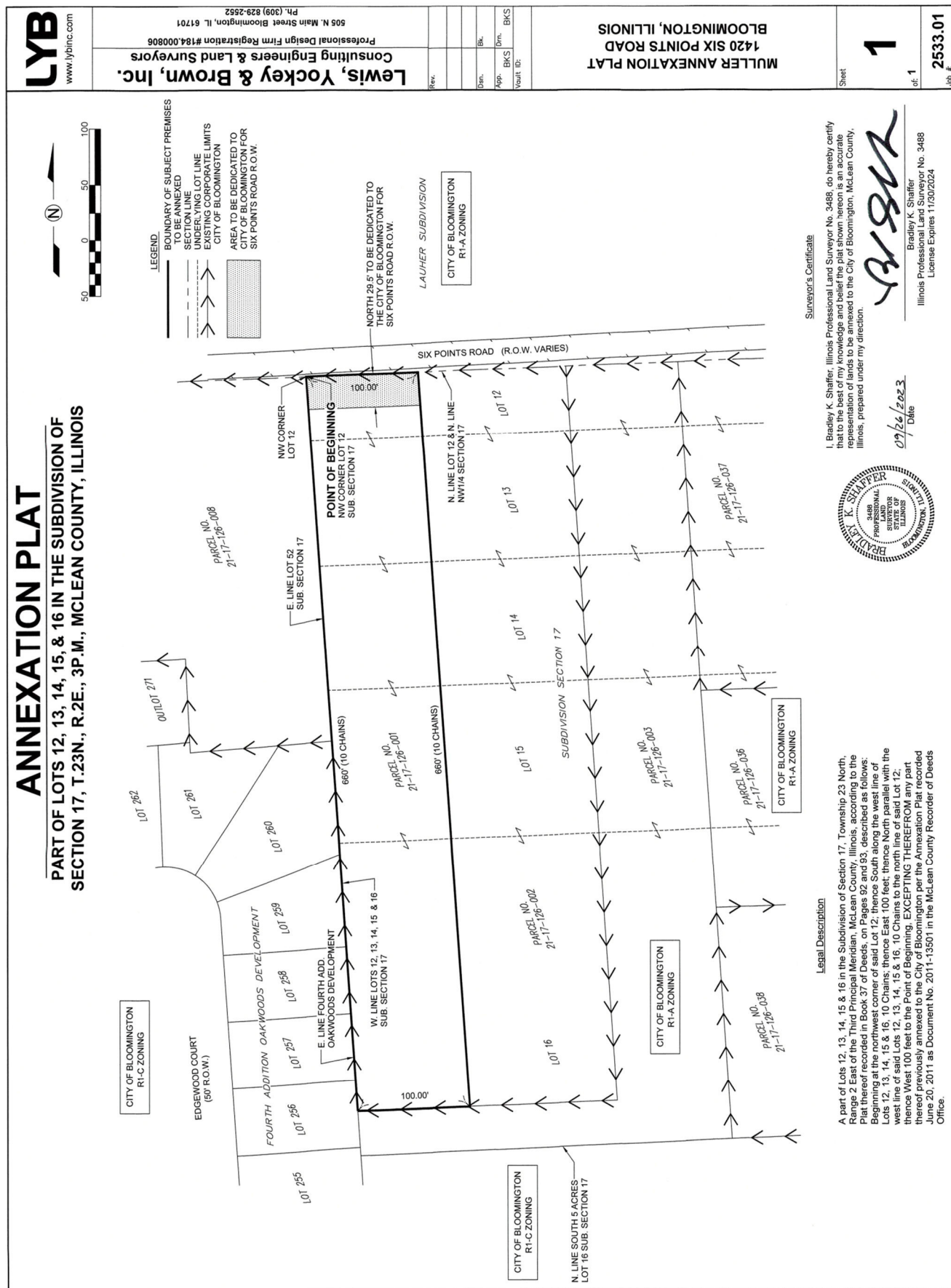
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MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001

ADDRESS: 1420 SIX POINTS ROAD

EXHIBIT B



ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Carl Müller and Sara Müller, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City. **Owner shall refer to Carl Müller and Sara Müller, their successors, or assigns.**

WHEREAS, Owner is the owner of approximately one-and-one-half (1.5) acres less public right-of-way, with frontage on Six Points Road and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”), **commonly known as 1420 Six Points Road;** and

WHEREAS, Owner has submitted an Annexation Plat for Muller’s Addition to the City of Bloomington, attached hereto as Exhibit “B” (hereinafter “Annexation Plat”); and

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

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

WHEREAS, the Owner is desirous of having said premises zoned R-1B (Single-Family Residence) District, upon annexation to the City **(all Lots referenced shall include any subdivisions thereof);** and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

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

1. ANNEXATION PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit “A” to the City’s corporate limits, no later than 30 days after approval and execution of this Annexation Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Premises, including specifically, public hearings on this annexation agreement and the rezoning provided for in this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit “A.”

3. ZONING.

City agrees to rezone the Premises, upon annexation, legally described on Exhibit “A” to R-1B (Single-Family Residence) District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

A. Six Points Road.

- (1) Owner shall dedicate the portion of the property within 29.5 feet of the Section Line to the north of the property, for use as public Right-Of Way for the future street widening of Six Points Road. Owner shall prepare and submit the Right-of-Way Plat in accordance with City code. Document submittal shall occur before an Annexation Plat may be recorded and shall be recorded concurrently with such.
- (2) At the completion of the road being modified to City Minor Arterial street standards, the Owner 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' wide minor street section. Said fee is currently \$175 per foot (1/2 of \$350 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 roadway completion.

B. Water.

- (1) The Owner may tap the public water main on the north side of Six Points Road.
- (2) The premises shall be required to connect to the City's water mains within 12 months of execution of this Annexation Agreement.
- (3) The Owner shall be responsible for payment of tap-on fees of \$3,690.00 prior to connection. This fee has been calculated through October 2023 and will be held through December 31, 2023. If payment is made after December 31, 2023, the fee shall be recalculated based on a rate of 6% simple interest or the CPI, whichever is lower at the time of payment.

C. Sanitary Sewer. Owner, at Owner's election, may either:

- (1) At Owner's expense, extend the public sewer approximately 400' east along Six Points Road from the existing sanitary sewer manhole located at the intersection of Six Points Road and Woodhavens Drive, and tap a

service from the extended sewer. The City agrees to pay for oversizing of the public sewer, if any, within 30 days of completion.

- (2) Tap and use any future sanitary sewer main extension that results in the availability of access adjacent to the Property.
- (3) If and when either option is selected, the Owner shall be responsible for payment of tap-on fees prior to connection to a sanitary sewer main.

D. **Parkland Dedication.** Owner agrees to pay a fee of \$682.81 in lieu of parkland dedication pursuant to City Code.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owners 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.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois ("City"):
City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To Carl Müller and Sara Müller ("Owner"):
101 N. Mercer
Bloomington, IL 61701

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. 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.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Authority to Execute. The City hereby warrants and represents to the Owners that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent to the City (i) that they are the record and beneficial owners 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 Owners will (a) result in a breach or default under any agreement to which the Owners are 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 Owners or the Property is subject.
- M. 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 Owners agree 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.

- N. 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 Owners.
- O. Recording. After the Owners have 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.
- P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2023, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNERS:

Carl Müller
Carl Müller, Property Owner

Sara Müller
Sara Müller, Property Owner

EXHIBIT A
LEGAL DESCRIPTION

A PART OF LOTS 12, 13, 14, 15 AND 16 IN THE SUBDIVISION OF SECTION 17,
TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN,
AS PER PLAT RECORDED IN BOOK 37 OF DEEDS, ON PAGE 92 AND 93,
DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF
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CHAINS; THENCE EAST 100 FEET; THENCE NORTH PARALLEL WITH SAID
WEST LINE 10 CHAINS; THENCE WEST TO THE PLACE OF BEGINNING, IN
MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001
ADDRESS: 1420 SIX POINTS ROAD

EXHIBIT B - ANNEXATION PLAT

PART OF LOTS 12, 13, 14, 15, & 16 IN THE SUBDIVISION OF SECTION 17, T.23N., R.2E., 3P.M., MCLEAN COUNTY, ILLINOIS

LYB
www.lybinc.com

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
505 N. Main Street, Bloomington, IL 61701
Ph. (309) 829-2552

MULLER ANNEXATION PLAT
1420 SIX POINTS ROAD
BLOOMINGTON, ILLINOIS

Sheet

1

of 1

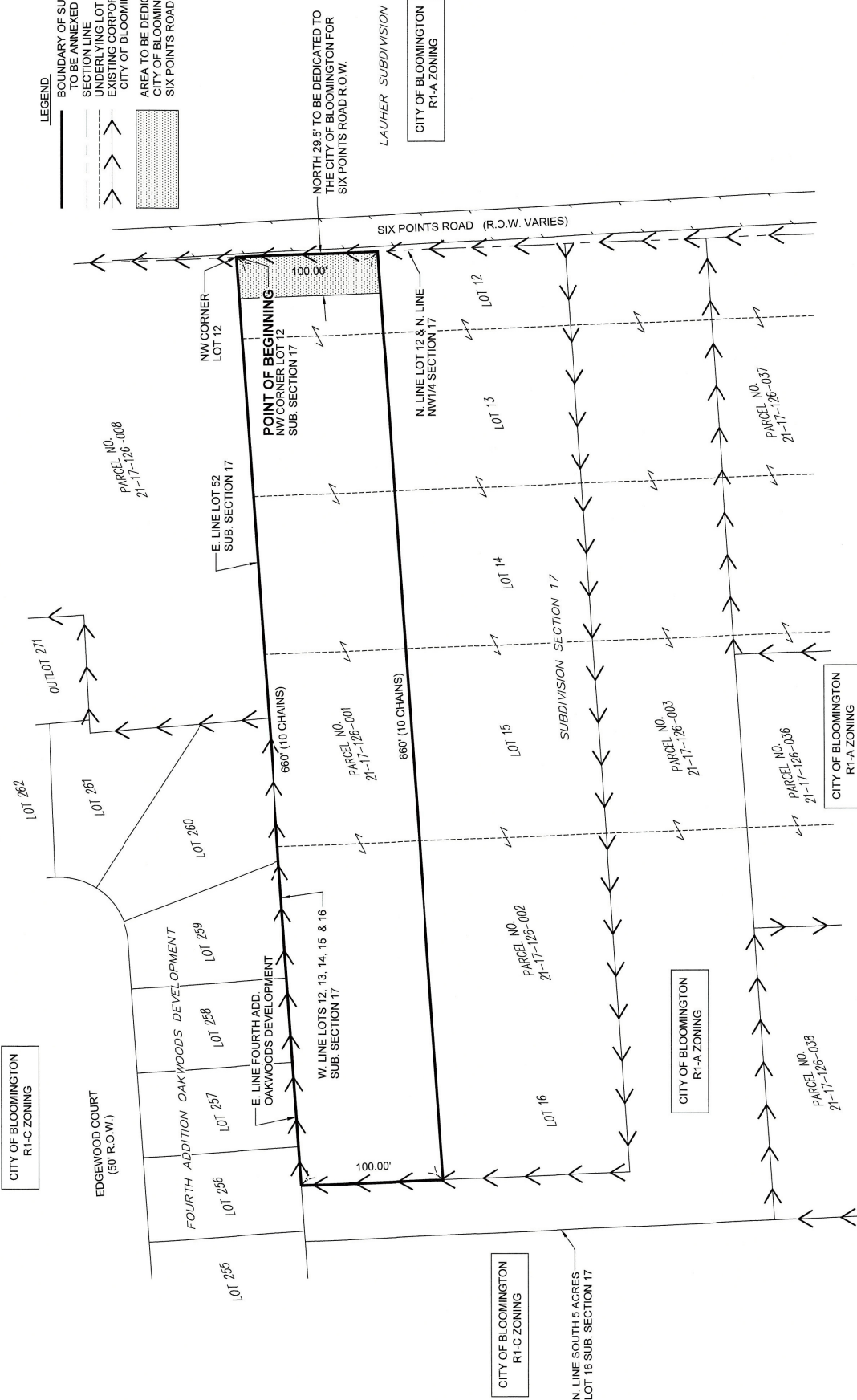
2533.01
Job #

348



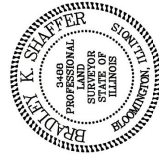
LEGEND

- BOUNDARY OF SUBJECT PREMISES TO BE ANNEXED
- SECTION LINE
- UNDERLYING LOT LINE
- EXISTING CORPORATE LIMITS
- CITY OF BLOOMINGTON
- AREA TO BE DEDICATED TO CITY OF BLOOMINGTON FOR SIX POINTS ROAD R.O.W.



Surveyor's Certificate

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of lands to be annexed to the City of Bloomington, McLean County, Illinois, prepared under my direction.



07/26/2023
Date

Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expires 11/30/2024

Legal Description

A part of Lots 12, 13, 14, 15 & 16 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat thereof recorded in Book 37 of Deeds, on Pages 92 and 93, described as follows: Beginning at the northwest corner of said Lot 12; thence South along the west line of Lots 12, 13, 14, 15 & 16, 10 Chains; thence East 100 feet; thence North parallel with the west line of said Lots 12, 13, 14, 15 & 16, 10 Chains to the north line of said Lot 12; thence West 100 feet to the Point of Beginning, EXCEPTING THEREFROM any part thereof previously annexed to the City of Bloomington per the Annexation Plat recorded June 20, 2011 as Document No. 2011-13501 in the McLean County Recorder of Deeds Office.

ANNEXATION AGREEMENT & PETITION
1420 Six Points Road (Muller Annexation)
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation Agreement and Petition for Annexation on the Bloomington Township Fire Protection District, McLean County Unit 5 School District, Golden Prairie Public Library District, Bloomington Township, Bloomington Township Highway Commission, Bloomington-Normal Airport Authority, 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 Bloomington, Illinois, at or about 5:58 PM on October 12, 2023, and the Notices were sent certified mail, return receipt requested.

The receipt for said certified mailings is attached hereto and incorporated as Exhibit "A". The notices were sent to the mailing list attached hereto and incorporated as Exhibit "B".

Carl W. Muller

Carl Muller

Subscribed and sworn to before me this
13 of October, 2023.

Linda S. Leeborn
Notary Public





BLOOMINGTON
1511 E EMPIRE ST
BLOOMINGTON, IL 61701-3528
(800)275-8777

1420 Six Points Road
Exhibit A

10/12/2023 05:58 PM

Product	Qty	Unit Price	Price
First-Class Mail®	1		\$0.90
Letter			
Bloomington, IL 61701			
Weight: 0 lb 1.20 oz			
Estimated Delivery Date			
Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4407 65			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0725 07			
Total			\$8.80
First-Class Mail®	1		\$0.90
Letter			
Bloomington, IL 61705			
Weight: 0 lb 1.20 oz			
Estimated Delivery Date			
Mon 10/16/2023			
Certified Mail®			\$4.35
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Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0750 41			
Total			\$8.80
First-Class Mail®	1		\$0.90
Letter			
Bloomington, IL 61705			
Weight: 0 lb 1.20 oz			
Estimated Delivery Date			
Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
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Return Receipt			\$3.55
Tracking #:			
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Total			\$8.80
First-Class Mail®	1		\$0.90
Letter			
Bloomington, IL 61704			
Weight: 0 lb 1.20 oz			
Estimated Delivery Date			
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Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4407 96			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0754 85			
Total			\$8.80
First-Class Mail®	1		\$0.90
Letter			
Bloomington, IL 61705			
Weight: 0 lb 1.20 oz			
Estimated Delivery Date			
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Certified Mail®			\$4.35
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Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0754 92			
Total			\$8.80
First-Class Mail®	1		\$0.90
Letter			
Normal, IL 61761			
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Estimated Delivery Date			
Mon 10/16/2023			
Certified Mail®			\$4.35
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9589 0710 5270 1039 4408 19			
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Tracking #:			
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Bloomington, IL 61701			
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Estimated Delivery Date			
Mon 10/16/2023			
Certified Mail®			\$4.35
Tracking #:			
9589 0710 5270 1039 4407 89			
Return Receipt			\$3.55
Tracking #:			
9590 9402 7763 2152 0750 27			
Total			\$8.80
Grand Total:			\$61.60
Credit Card Remit			\$61.60
Card Name: VISA			
Account #: XXXXXXXXXXXX3189			
Approval #: 239197			
Transaction #: 948			
AID: A0000000031010	Contactless		
AL: VISA CREDIT			

1420 Six Points Road
Exhibit B

9589 0710 5270 1039 4408 19

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Normal, IL 61761

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Normal, IL 61761
Street and Apt. No., or PO Box No.: 1809 W. Hovey Ave
City, State, ZIP+4®: Normal, IL 61761

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 89

**U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Bloomington, IL 61701

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Golden Prairie Public Library Dist
Street and Apt. No., or PO Box No.: 205 E. Olive St
City, State, ZIP+4®: Bloomington, IL 61701

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 65

**U.S. Postal Service™
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Bloomington, IL 61701

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington/Normal Water Reclamation
Street and Apt. No., or PO Box No.: 205 W. Oakland Ave
City, State, ZIP+4®: Bloomington IL 61701

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4408 26

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Bloomington, IL 61705

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
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Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington Township Fire Dist
Street and Apt. No., or PO Box No.: 14880 Old Colonial Rd
City, State, ZIP+4®: Bloomington IL 61705

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 96

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For delivery information, visit our website at www.usps.com®.

Bloomington, IL 61704

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
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☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington/Normal Airport Authority
Street and Apt. No., or PO Box No.: 3301 CIRA Drive Suite 200
City, State, ZIP+4®: Bloomington IL 61704

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4407 72

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Bloomington, IL 61705

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
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☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington Township Building
Street and Apt. No., or PO Box No.: 3501 Fox Creek Rd
City, State, ZIP+4®: Bloomington IL 61705

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1039 4408 02

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Bloomington, IL 61705

Official Use

Certified Mail Fee	\$4.35	0701
Extra Services & Fees (check box, add fee as appropriate)	\$7.55	05
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☐ Return Receipt (electronic)	\$0.00	
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☐ Adult Signature Required	\$0.00	
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Postage	\$0.90	
Total Postage and Fees	\$8.80	10/12/2023

Sent To: Bloomington Township Commissioner
Street and Apt. No., or PO Box No.: 2801 Fox Creek Rd
City, State, ZIP+4®: Bloomington IL 61705

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



REGULAR AGENDA ITEM NO. 9.C.

FOR COUNCIL: October 23, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 6, Deleting Chapter 11, and Amending the Schedule of Fees in Chapter 1 Pertaining to Licenses and Permits Administered by the City Clerk Department, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be Approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: At the request of the City Council, the City Clerk Department completed a thorough license audit over the summer. In doing so, staff extensively researched applicable State laws and evaluated best practices across several municipalities. The Department focused the project on what they call "The Three Pillars of a Successful Licensing Program": Safety, Consistency, and Enforcement.

The suggested Code updates are proposed to modernize the City Clerk Department's licensing program. The City Clerk Department currently offers 52 different licenses including various license classes. Through the overhaul and across the course of two different presentations to Council and the public, they will propose to eliminate 10 licenses, transfer three (3) licenses to other City departments, combine 14 licenses into other license, and create seven (7) new licenses, leaving the Department with 32 licenses to manage.

For this meeting, we will present updates to Chapter 6 Alcoholic Beverages, as well as the complete elimination of Chapter 11 Business Licenses, Registration, and Regulation (which applies to Window Cleaning Business, Coin-Operated Dry Cleaning Equipment, Asphaltic Concrete Plants, and Business Registration).

It is important to note, that no negative impacts will result from the proposed eliminations. The proposed eliminations include outdated licenses that are no longer needed. Elimination of the licenses will save time and resources for both staff and local businesses currently being licensed.

A very important factor to consider heavily across this overhaul and the presentations that will result is how times have changed. Across the project, staff focused individually on the purpose of each license and made that purpose the driving factor for suggested edits. Staff were considerate of licensees and the impact that being licensed might have on their

businesses and the community. Through this overhaul, licensees will no longer experience antiquated requirements or inefficient processes just because the Code requires it. Outdated license, license names, and gender pronouns have been addressed. The Clerk Department is proud to say that they, along with many other departments across the City, took the time to be very mindful of each suggested edit.

If approved timely, this overhaul including the second presentation and its Code changes, will go into effect in time for our upcoming license renewal season and will roll out fully on January 1, 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City Clerk Department emailed all license holders currently licensed by the Department notifying them of the audit and overhaul. All the license holders were asked to provide ideas for improvement and constructive feedback on the current licensing program. The Department received feedback from many license holders with an overwhelming amount of support including many ideas that were in line with changes already in process. All the feedback and ideas received were given thoughtful consideration with many of them included in the updates to be presented.

FINANCIAL IMPACT: See Exhibit C to the Ordinance for details on the amended Schedule of Fees.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-2 (Foster a culture of entrepreneurship); Goal D-1 (Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural, and entertainment opportunities for all); Goal D-2 (Market and promote the unique brand and image of Downtown Bloomington), Objective D-2.7 (Continue support and coordination efforts for the Farmers Market).

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:

[CLK 2B Ordinance](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 6,
DELETING CHAPTER 11, AND AMENDING THE SCHEDULE OF FEES IN CHAPTER 1
PERTAINING TO LICENSES AND PERMITS ADMINISTERED BY THE CITY CLERK DEPARTMENT

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

Section 1. That Chapter 6 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 2. That Chapter 11 of the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, set forth in Exhibit B is hereby repealed in its entirety, and the contents of the Bloomington City Code shall bear the notation “Chapter 11 (Repealed)”.

Section 3. That Schedule of Fees applicable to the Municipal Code of the City of Bloomington, Illinois, 1960, as amended, set forth in Exhibit C, is hereby amended to read as follows (additions underlined and deletions stricken).

Section 4. The Bloomington City Code, and its applicable Schedule of Fees, 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. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

Section 6. This Ordinance shall take effect ten days after passage.

Section 7. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 23rd day of October 2023.

APPROVED this ____ day of October 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 6 Alcoholic Beverages

§ 6-101 [Ch. 6, Sec. 1] Definitions.

Unless the context otherwise requires, the following terms as used in this article shall be construed according to the definition given below.

ALCOHOL

The product of distillation of any fermented liquor, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

[Ord. No. 2004-2]

ALCOHOLIC LIQUOR

Any spirits, wine, beer, ale or other liquid containing more than 1/2 of 1% of alcohol by volume, which is fit for beverage purposes.

[Ord. No. 2004-2]

BEER

A beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt and hops in water, and includes among other things, beer, ale, stout, lager beer, porter and the like.

[Ord. No. 2004-2]

CATERING

The service of alcoholic liquors for consumption, either on-site or off-site, whether the location is licensed or unlicensed, as an incidental part of food service. Prepared meals and alcoholic liquors are sold at a package price agreed upon under contract.

CHANGE OF OWNERSHIP

- A. A change in the form of ownership, e.g., from an individual or partnership or to an entity corporation or from a partnership to an individual;
- B. A change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or
- C. In an entity corporation, the transfer of over 5% of the stock thereof except for entities corporations listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof. **[Ord. No. 2004-2]**

CLUB

- A. A patriotic or veterans' society organized under the laws of the United States or the State of Illinois; and
- B. An entity corporation organized under the laws of the United States or the State of Illinois but not pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors kept, used and maintained by its members through the payment of annual dues and owning, hiring or leasing a building or space in a

building of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and guests; provided that such club files with the Mayor at the time of its application for a license under this Ordinance two copies of a list of names and residences of its members and similarly files within 10 days of the election of any additional member, their ~~his~~ name and address; and provided further, that its affairs and management are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at their annual meeting and that no member or any officer, agent, or employee of the club is paid, or directly or indirectly receives in the form of salary or other compensation any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its Board of Directors or other governing body out of the general revenue of the club and which:

- (1) Is affiliated with a national club or organization and/or clubs or organizations in all 50 states; or
- (2) Maintains eating, golf and swimming facilities on club premises for the use of members and their guests; or
- (3) Was chartered as a not-for-profit entity ~~corporation~~ prior to December 5, 1933, and regularly and routinely restricts admittance to the premises to members of the club and their guests. [Ord. No. 2004-2]

ENTITY

An organization (such as a business or governmental unit) that has an identity separate from those of its members. Includes, but is not limited to, Corporations, Not-for-Profit Corporations, Limited Partnerships, Limited Liability Companies, or Limited Liability Partnerships.

ESTABLISHMENT

The building, structure, premise and/or patio included in the site or floor plan approved for the primary liquor license.

EXTENSION OF PREMISE

Authorization to sell or serve liquor at an on-premise event outside of the standard operating establishment.

FORTIFIED WINE

Any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, when fortified by the addition of alcohol or spirits, as above defined.

[Ord. No. 2004-2]

HOTEL

Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 25 or more rooms are used for sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

[Ord. No. 2004-2]

KEG

Any metal, wooden, plastic, paper or other container designed to hold four or more gallons of liquid and actually containing, any amount of alcoholic liquor.

[Ord. No. 2009-49]

LICENSEE/LICENSE HOLDER

The individual or organized licensee or license holder and any officer, associate, member, representative, agent or employee of a licensee or license holder.

[Ord. No. 2004-2]

ORIGINAL PACKAGE

A bottle, flask, jug, can, barrel, keg or other receptacle or container whatsoever used, corked, or capped, sealed and labeled by the manufacturer of alcoholic liquor to contain and to convey any alcoholic liquor, except a bottle or can containing 12 ounces or less of beer shall not be considered an original package unless grouped or fastened in a receptacle containing no less than six such bottles or cans.

[Ord. No. 2004-2]

RESIDENT OF THE CITY

Any person living in the City for a period of not less than one calendar year.

[Ord. No. 2004-2]

RETAIL GROCERY CONVENIENCE STORE

Any place kept, used, maintained, advertised and held out to the public as a place where at least five of the following seven categories of products can be purchased at retail: dairy products, baked goods, frozen foods, groceries, snack foods, health and beauty aids, and where a maximum of 15% of the total public selling space is devoted to the display of alcoholic beverages offered for sale. "Public selling space" includes all of the area between the floor and ceiling of the premises which is open, accessible, and/or visible to members of the general public, including the interior of any cooler or other refrigeration units or storage cases accessible and/or visible to the general public and any area with restricted public access, such as the area behind sales counters, from which sales are made to members of the general public.

[Ord. No. 2004-2]

RETAIL SALE

The sale for use or consumption and not for resale.

[Ord. No. 2004-2]

SALE

Any transfer or exchange in any manner or by any means whatsoever for a consideration, and includes and means all sales made by any person, whether as principal, proprietor, agent, servant, or employee, and includes, but is not limited to, all of the following acts when done for consideration:

- A. The selling of liquor;
- B. The giving away of liquor;
- C. The dispensing of liquor;
- D. The providing of mix, ice, water or glasses for the purpose of mixing drinks containing alcoholic liquor for consumption on the same premises;
- E. The pouring of liquor;
- F. The providing of "setups" containing alcoholic liquor;
- G. The storage of any alcoholic beverage. [Ord. No. 2004-2]

~~SETUP ESTABLISHMENT~~

~~Any establishment not holding a Class A, B or C liquor license, which engages in any of the activities described in the definition of Sale of this chapter.~~

~~[Ord. No. 2004-2]~~

SINGLE SERVING SIZE

An original package that contains 40 ounces or less of alcoholic liquor.

[Ord. No. 2004-2]

SPIRITS

Any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

[Ord. No. 2004-2]

TO SELL

Includes to keep or expose for sale and to keep with intent to sell.

[Ord. No. 2004-2]

UNFORTIFIED, WINE

Any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables containing sugar, excluding such beverages when fortified by the addition of alcohol or spirits, as above defined.

[Ord. No. 2004-2]

VENUE

A theater, opera house, performing arts center, auditorium, concert/music hall, event/banquet hall, pool hall, sports arena/stadium, arcade/gaming center, miniature golf course, amusement park, skating rink, bowling alley, shooting gallery, challenge park, virtual reality facility, places with permanent stages, or places with dance floors larger than 99 square feet.

WINE, BEER AND SPIRITS TASTING

A supervised presentation of beer, wine or spirits products to the public, offered free of charge or for a fee, in which small quantities of beer, wine or spirits are served for consumption on the premises as a sample of the product being sold by the license holder and which meets the following conditions:

- A. Samples of beer are offered in amounts of two ounces or less, samples of wine are offered in amounts of one ounce or less and samples of spirits are offered in amounts of 1/2 ounce or less.
- B. A maximum of two tastings may be conducted during any week.
- C. Each tasting shall have a maximum duration of four hours. [Ord. No. 2012-16]
- D. No tasting shall take place after 9:00 p.m.
- E. All samples shall be poured by the licensee, an employee of licensee or a licensed Registered Tasting Representative.
- F. No tastings shall occur at premises of license holders with a GPB or GPA license. [Ord. No. 2011-02]

§ 6-102 [Ch. 6, Sec. 2] License required; change of ownership approval; temporary extension of license to buyer.

- A. It shall be illegal for any person either by themselves or their ~~himself or his~~ agent or any person acting as an agent, barkeeper, Clerk or servant of another person or legal entity, to sell or offer for sale at retail any alcoholic beverage or to engage in any sale as defined in § 6-101 of this chapter or for compensation to cater parties or other gatherings of persons without the person or their ~~his~~ principal first having obtained a license to do so as provided in this chapter. [Ord. No. 1983-109]
- B. It shall be illegal for any person described in such Subsection A to engage in any activity described in Subsection A in violation of any term, or condition of any liquor license. [Ord. No. 1983-105]
- C. It shall be illegal for any liquor license holder to engage in any activity specified in Subsection A above if there has been a change of ownership as defined in § 6-101 of this chapter without having first obtained a license for the new ownership to do so or approval of the new ownership as required by this chapter. Prior to when a change of ownership occurs, the existing license holder and the proposed new owner(s) shall both have the responsibility of applying in writing for approval of the new entity or organization as a liquor license holder in the City of Bloomington. The failure to ~~se~~ apply and obtain the necessary approval as indicated is a violation of this Ordinance which can result in penalties being assessed against all involved persons pursuant to § 6-142 and/or 6-151 of this Code. With respect to existing license holders involved in such activity, any license in which they may have any interest may be suspended or revoked in the same manner as though it were directly involved in the violation involved in this matter. [Ord. No. 1983-105]
- D. The Liquor Commissioner may approve or reject changes in the form of ownership, such

as an individual or partnership incorporating or deletion of a partner or shareholder. The Liquor Commissioner shall have the option of approving or rejecting changes of ownership as defined in Subsections B and C of the definition of "change of ownership" in § 6-101 or of submitting the requested change to the City Council with a recommendation to approve or disapprove licensing the changed ownership. ~~At the discretion of the Liquor Commissioner, the recommendation may be developed with or without a public hearing and with or without notice being mailed to all residents within 500 feet of the establishment and published notice shall not be necessary.~~ ~~At the discretion of the Liquor Commissioner,~~ persons having an ownership interest in a liquor establishment after a change of ownership may be required to file a new application for a liquor license to be evaluated and considered in the same manner as all such applications are processed. Every request for approval of any change of ownership must be in writing as specified by the Liquor Commissioner and must fully explain the change. [Ord. No. 1983-105]

- E. Each contract for the sale of all or part of a business for which the sale of alcoholic beverages is significant should be made contingent upon the City Council creating licenses for the new owner(s) or the change of licensed ownership otherwise being approved. When all other aspects of the sale or change of licensed ownership of a business may be completed before the liquor license application of the buyer(s) or new licensed ownership entity will be considered by the City Council, the Mayor, in writing, may extend the license(s) of the seller(s) to the buyer(s) for a period not to exceed 45 days or until the date of the Council Meeting at which the application will be considered, whichever occurs first, subject to the following conditions:
- (1) The buyer(s)/new ownership entity must have filed with the City Clerk a liquor license application; and
 - (2) The buyer(s)/new ownership entity must request the extension in a letter to the Mayor wherein the reasons for the request are stated. [Ord. No. 1985-2]

§ 6-103 [Ch. 6, Sec. 3] ~~Number of licenses limited~~ Applications.

[Ord. No. 2018-89]

Applications for creation of such liquor licenses shall be made to the Mayor upon forms prepared and furnished by the City Clerk. Each application shall be signed and verified by the oath or affirmation of an authorized agent, officer, or managing member. ~~of the applicant, if an individual. If the applicant is a partnership, all parties shall sign and verify the application. In case If the application is a corporation or club, all officers must sign and verify the application and indicate their official position.~~ The information recited in the application form must be verified ~~as to~~ by each person signing the application. Such application shall be submitted and filed with the City Clerk's ~~Office~~ after payment to the City of an application fee as set forth in the Schedule of Fees. Each application shall contain the following information and statements:

- A. The name, age and address of the applicant in the case of an individual; in the case of a ~~partnership~~, the persons entitled to share in the profits thereof; and in the case of an ~~corporation~~ entity for profit or club, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if a majority in interest of the stock of such ~~entity~~ corporation is owned by one person or their ~~his~~ nominees, the name and address of such person;

- B. The citizenship of the applicant, their ~~his~~ place of birth, and if a naturalized citizen, the time and place of their ~~his~~ naturalization;
- C. The character of the business of the applicant, and in the case of an entity ~~a corporation~~, the objects for which it was formed;
- D. The length of time that said applicant has been in business of that character or in the case of an entity ~~a corporation~~, the date on which its charter was issued;
- ~~E. The amount of goods, wares and merchandise on hand at the time the application is made;~~
- ~~EE.~~ The location and description of the premises and place of business which is to be operated under such license; and whether or not the proposed location is within 100 feet of any church, hospital, home for aged, or indigent persons, or for war veterans, their wives spouses or children;
- ~~GF.~~ A statement whether the applicant has made a similar application for a similar license on premises other than described in this application and the disposition of such application;
- ~~HG.~~ Whether food for human consumption is to be sold in such place of business if application is allowed;
- ~~IH.~~ Whether the applicant is the owner of the premises for which a license is sought and if they are ~~he is~~ not, the name of the landlord and the terms of the lease;
- ~~JI.~~ Whether or not the applicant has ever been convicted of being the owner or an inmate of a house of ill fame or pandering or any other crime or misdemeanor opposed to decency and morality;
- ~~KJ.~~ A statement that they are ~~he is~~ not, at the time of making the application, connected with the house of ill fame;
- ~~LK.~~ A statement that the applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this chapter, laws of this State, or the Ordinances of this City, other than minor traffic violations;
- ~~ML.~~ Whether a previous license by any state or subdivision thereof or by the federal government has been revoked and reasons therefor;
- ~~NM.~~ A statement that the applicant will not violate any of the laws of the State of Illinois or of the United States or any Ordinance of the City in the conduct of their ~~his~~ place of business;
- ~~ON.~~ A statement that the applicant will testify under oath to all competent, relevant, and material questions propounded to them ~~him~~ in any hearing conducted by the local liquor commission, either before or after the issuance of a license to them ~~him~~ and that their ~~his~~ failure to ~~so~~ testify shall be sufficient reason for the refusal to issue any such license to them ~~him~~ or for the suspension or revocation of any license which has been issued to him;
- ~~PO.~~ Responses to all questions asked of the applicant on forms sent by the City to the

applicant. [Ord. No. 1998-87]

§ 6-104 [Ch. 6, Sec. 4] Disqualification for license.

No such license shall be issued to:

- A. A person not of legal age or under any legal disability;
- B. A person who is not a resident of McLean County, unless the general manager of the establishment resides in McLean County;
- C. A person who is not a of good character and with a good reputation in the community in which they he resides;
- D. A person who has been convicted of a felony under the laws of the State of Illinois or any other state or the United States, unless the Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust;
- E. A person who has been convicted of being the keeper of or is keeping a house of ill fame;
- F. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;
- G. A person whose license issued under this Ordinance has been revoked for cause;
- H. A person who, at the time of application, for renewal of any license hereunder would not be eligible for such license upon a first application;
- ~~I. A partnership unless all members of the partnership reside within McLean County and all are otherwise qualified to obtain a license;~~
- ~~J. An entity corporation~~, if any official, manager or director thereof or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such entitycorporation, would not be eligible to receive a license hereunder for any reason other than citizenship or residence within the City;
- ~~K. J.~~ A person whose place of business is conducted by a manager or agent unless said manager or agent possess the same qualifications required of the licensee;
- ~~L. K.~~ A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor subsequent to the passage of this Code or shall have forfeited their his bond to appear in court to answer charges for any such violation;
- ~~M. L.~~ A person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued;
- ~~N. M.~~ Any law enforcing public official, any Mayor or Councilman Member, and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor;
- ~~O. N.~~ Any person, association or entitycorporation not eligible for a state retail liquor dealer's

license;

~~P. O.~~ Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for license as set forth in this chapter. [Ord. No. 2006-113]

§ 6-105 [Ch. 6, Sec. 4A] Notice and hearing on an application for creation of license; inspection of premises.

A. Notice.

(1) Upon the filing of an application for creation of a license, the Liquor Commissioner shall fix a time and place for a hearing thereon before the Liquor Commission. Notice of the hearing shall be given not less than seven days prior to the hearing:

(a) By publication in a newspaper published in the City, and

(b) By delivery of a copy of the notice to the properties or by mail to occupants of the properties which abut the property for which a license is sought if a license issued pursuant to this Code has been in effect for said premises within six months of the date of the scheduled hearing or if the application is for the creation of an LA or LB license regardless of whether a license has been in effect for said premises within six months of the scheduled hearing, unless a 500 feet notice is requested or required as hereinafter provided.

(2) At the request of any Liquor Commissioner or member of the City Council or when an application is received: for the first liquor license at a particular location, or if a liquor establishments has been nonfunctional at a location for more than six months prior to the date of the hearing, such notice shall be given by delivery of a copy of the notice to the properties or by mail to the occupants of the properties which are within 500 feet of the proposed premises. Defects in the giving of such notices provided for in this subsection shall not be grounds for challenge to any decision to issue or not to issue a liquor license absent a showing of substantial prejudice stemming from such defect. [Ord. No. 1992-102]

B. The City Clerk, upon receipt of an application for the creation of a liquor license, shall send notice of such application to the ~~Building-Safety~~ Economic & Community Development Department, ~~Fire and Police~~ Departments of the City, and McLean County Health Department. The ~~Building-Safety~~ Economic & Community Development, ~~Fire and~~ Health Departments shall inspect the premises sought to be licensed and report their findings to the Liquor Commission; the Police Department shall investigate the background including criminal history information of persons interested in the application and report its findings to the Liquor Commission. [Ord. No. 1992-102]

C. Hearing and evidence. The Liquor Commission shall receive ~~any~~ and ~~may~~ require such evidence as it may deem necessary to make findings based upon the standard and factual criteria outlined in § 6-106 of this chapter. [Ord. No. 1992-102]

D. Report to Council. After conducting a hearing on an application for creation of a new license at which all interested persons have had an opportunity to speak, the Liquor Commission shall report its findings to the City Council along with a recommendation. The

report shall relate its findings of fact to the factual criteria listed in § 6-106 of this chapter. [Ord. No. 1992-102]

- E. The Liquor Commission shall not be required to conduct a hearing on applications for catering licenses (Class W), ~~or~~ secondary premises licenses (Class SA and SB), or Non-Profit licenses (Class NPA and NPB). The Mayor, on behalf of the Commission, or two members of the Liquor Commission, in the Mayor's absence, may grant such licenses with or without a hearing before the Commission and may issue an "SA", ~~or~~ "SB", "NPA", or "NPB" license upon receipt of an application therefor and proof of adequate dram shop insurance. The City Clerk may issue catering licenses as provided in § 6-114 of this Code. [Ord. No. 1992-102]

§ 6-106 [Ch. 6, Sec. 4B] Creation of new license - findings.

- A. Standard for creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. [Ord. No. 1981-18]
- B. Factual criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:
- (1) The class of liquor license applied for;
 - (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
 - (3) The character and nature of the proposed establishment;
 - (4) The general design, layout and contents of the proposed establishment;
 - (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; [Ord. No. 2004-2]
 - (a) The type of license(s) requested in the application;
 - (b) The nature of the proposed establishment; [Ord. No. 2004-2]
 - (c) The location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their families~~wives~~, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; [Ord. No. 2004-2]
 - (d) The hours of operation of the proposed establishment; [Ord. No. 2004-2]
 - (e) The effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their families ~~wives~~, or any military or naval station; [Ord. No. 2004-2]

- (f) Signs and lights which are visible from the exterior of the proposed establishment;
- (g) Whether a Sunday license is being requested for the proposed establishment;
- (h) The extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;
- (i) Whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. **[Ord. No. 2004-2]**
- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or ~~entity~~ corporation) whether any partner, officer or director of the applicant has ever held a liquor license and their ~~his or her~~ performance as a licensee; **[Ord. No. 1977-69]**
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain an Entertainment Venue Operator license ~~dancing permit~~ pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered:
 - (a) The layout and design of the establishment, including such factors as:
 - [1] The number of video gaming machines relative to the customer seating capacity of the establishment; and
 - [2] The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;
 - (b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
 - (c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. [Ord. No. 2013-13]

(15) The recommendation of the Liquor Commission. [Ord. No. 2013-13]

C. All licenses created hereby are subject to issuance by the Mayor, in at their ~~his~~ discretion, as provided in 235 ILCS 5/4-4 and § 6-142 of this chapter. [Ord. No. 2013-13]

§ 6-107 [Ch. 6, Sec. 4C] Conditions of creation.

[Ord. No. 2004-2]

If the City Council finds that any change in the applicant's plans is needed to give the City Council grounds for finding necessity for the creation of such license under § 6-106 above, the Council may make such change a condition of the creating of a license. ~~s~~Such conditions may include, but are not limited to (1) restricting the hours of sale; (2) adding exterior lighting; (3) erecting fencing; (4) patrolling the premises; (5) restricting the sale of single serving sizes of all types or a particular type of alcohol for consumption off of the premises; (6) requiring employee training; (7) establishing a minimum number of employees; (8) limiting the number and/or location of signs. The failure of the applicant at any time to adhere to or perform such condition shall be grounds for revocation of the applicant's license.

§ 6-108 [Ch. 6, Sec. 4E] Permits for licenses.

A. Issuance of permits. Whenever an applicant is not ready to begin immediate operation, their ~~is~~ application shall be considered as provided above. If the City Council approves their ~~his~~ application, it shall create a permit for license which shall entitle the holder thereof to a liquor license when the holder is ready to begin operations subject to the other requirements of this chapter. [Ord. No. 1981-18]

B. Duration. Permits for license shall expire 180 days from the date of creation or when exchanged for a license. Permits may be renewed by the Liquor Commission for one period not to exceed 180 days for good cause shown. [Ord. No. 1981-18]

C. Effect of creation of permit. A permit created pursuant to this § 6-108 shall entitle the holder thereof to a liquor license which shall be deemed created at the time the holder is ready to begin operations subject to the discretion of the Mayor as provided in Ill. Rev. Stat. Ch. 43, § 112 and § 6-142 of this chapter. [Ord. No. 1981-18]

§ 6-109 [Ch. 6, Sec. 4F] Change of license classification.

A. Applications. Any licensee may apply for a change in license classification by filing said application with the City Clerk. The fee due upon the filing of said application shall be the same as the fee required for filing an application for creation of a new liquor license set forth in § 6-103 of this chapter. The Mayor, upon receipt of an application, shall schedule a hearing thereon before the Liquor Commission. Notice of the hearing shall be given not less than seven days prior to the hearing.;

(1) By publication in a newspaper published in the City; and

(2) By mailing notice to occupants of the properties which are located within 500 feet of the proposed premises. Defects in the giving of such notices provided for in this subsection shall not be grounds for challenge to any decision to issue or not to issue a change in license classification absent a showing of substantial prejudice stemming from such defects. The Clerk shall send notice of such application to the ~~Department of Planning~~

~~and Code Enforcement, Fire Economic & Community Development Department and the Police Departments of the City and the McLean County Health Department. These departments shall determine whether the change in classification or use of the premise requires additional inspection the premises sought to be reclassified and shall report their findings, if any, to the Liquor Commission. [Ord. No. 2012-73]~~

- B. Hearing and decision. The Liquor Commission shall receive any and may require such evidence as it may deem necessary to make findings based upon the standard and factual criteria outlined in § 6-106 of this chapter. Based upon said criteria, the Commission shall decide whether to approve or ~~disapprove~~ deny the application. If the application is approved, it shall be forwarded to the City Council for consideration. [Ord. No. 2012-73]
- C. The City Council shall not allow a change in license classification unless it finds that the change in classification is necessary for the public convenience of residents of the City of Bloomington and is in the best interests of the City of Bloomington. In deciding whether the change of license classification should be granted, the City Council shall consider the factors set forth in § 6-106 of this chapter and may impose such conditions upon the reclassification license as provided in § 6-107 of this chapter. No change of license may be allowed if, on the basis of said criteria, the Council determines that the change would be detrimental to the City. [Ord. No. 2012-73]

§ 6-110 [Ch. 6, Sec. 5] Location restrictions.

[Ord. No. 2018-32; amended 9-12-2022 by Ord. No. 2022-86]

- A. No license shall be issued for the sale at retail of any alcoholic liquor at a tavern (Class TA, TB), package licensed store (Class GPA, GPB, PA, PB) or any business at which the sale of alcoholic liquor is the principal business if it is within 100 feet of any church, school, (including preschools, but excluding institutions of higher learning), hospital, home for aged or indigent persons or for veterans, ~~their spouses or children~~, any military or naval station, ~~or~~ any day-care center licensed by the Illinois Department of Children and Family Services, undertaking establishment or mortuary. In the case of a church, the distance of 100 feet shall be measured from the property line of the licensed premises to the nearest part of any building used for worship services or educational programs. In all other instances, the measurement shall be made from the property line of the licensed premises to the property line of the school, hospital, home for aged or indigent persons, home for veterans, their spouses or children, any military or naval station or any day-care center licensed by the Illinois Department of Children and Family Services undertaking establishment or mortuary. This prohibition shall not apply to the renewal of the license for the sale at retail of alcoholic liquor on premises within 100 feet of any church, day-care, or school where the church, day-care, or school has been established within such 100 feet since the issuance of the original license. This prohibition does not affect licensed establishments having liquor licenses issued by the City of Bloomington prior to April 25, 2018. The Liquor Commissioner is authorized to grant exemptions to the prohibition in this Subsection A, and to a similar prohibition in Section 6-11(a) of the Liquor Control Act of 1934.
- ~~B. No license shall be issued for the sale of any type of alcoholic liquor at any premise at which motor vehicle fuels are sold, except that licenses for the sale of beer and wine only may be issued to such premises that are "retail grocery convenience stores" as defined in § 6-101. Any license for the sale of all types of alcohol created, issued and/or renewed~~

~~for a premise at which motor vehicle fuels are sold on or before January 1, 2007, shall remain in effect and allow the sale of all types of alcohol by the existing license holder and may be renewed annually by that license holder for the premises identified in the license until such time as there is either a change in ownership (as defined in § 6-101) of the licensee or the licensee is no longer qualified for a license for any of the reasons set forth in § 6-104. The sale of alcohol at such premises shall be prohibited thereafter as provided in this section. A premise shall be considered to be one that sells motor vehicle fuel if there are fuel dispensing pumps within 100 feet of any door to the premise or any location where fuel sales are consummated.~~

§ 6-111 [Ch. 6, Sec. 6] License fee payment and penalty, termination on failure to pay, reinstatement of licenses and advance license fee payment refunds.

[Ord. No. 1984-54; amended 7-8-2019 by Ord. No. 2019-53]

- A. When a license is created by the City Council and is subsequently issued, the license fee shall be prorated on the basis of the remaining days of the calendar year in which the license is issued. Application fees shall not be prorated.
- B. To be paid without a penalty, each liquor license fee must be received by the City Clerk on or before the following. If a date listed below is a holiday, license fees may be received by the Clerk on the following business day without a penalty/late fee. If a license fee is received late, the license holder must pay a penalty/late fee in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.
 - (1) Annually paid liquor licenses: December 1.
 - (2) Semiannually paid liquor licenses: June 1 and December 1.
- C. All liquor licenses shall be considered invalid ~~at after 11:59PM~~12:00 midnight on the date of expiration listed on the license. Thereafter, if fees are not paid during the first month of the succeeding period, the license shall cease to exist and the number of created licenses shall be reduced thereby. To again hold a liquor license, the former license holder must reapply for a new license.
- D. Upon the termination of any liquor license or licensed business for any reason, the license fee shall not be refunded.

§ 6-112 [Ch. 6, Sec. 7A] Classification.

- A. All licenses shall be classified as follows:
 - (1) Class "CA" (Clubs - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises of Clubs as the same are herein defined. **[Ord. No. 1992-102]**
 - (2) Class "CB" (Clubs - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises. **[Ord. No. 1992-102]**
 - (3) Class "EA" (Entertainment/~~Recreational~~ Sports Venue - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of

alcoholic liquor for consumption only on the premises. "EA" licenses shall be issued and renewed at premises that primarily function as entertainment ~~or recreational sports~~ venues. Entertainment venues required to hold a City Entertainment Venue Operator license that wish to sale all types of alcoholic liquor shall apply for this classification. The sale of liquor at the premises shall be incidental to the primary function of the premises as an entertainment ~~or sports~~ venue. "EA" licenses shall be issued and renewed only at premises where gross sales of admissions to or participation in entertainment events or activities, ~~or admission fees and/or rental of said venue recreational sports equipment~~, constitute at least ~~60%~~ 50% of the gross sales of the licensee, and where gross sales of alcoholic liquor constitute no more than ~~40%~~ 50% of the licensee's total gross sales.

- (a) A licensee under this section shall keep a record of gross sales of admissions to or participation in entertainment events or activities, ~~or where admission fees and/or the rental of said venue recreational sports equipment~~, as well as the gross sales of alcoholic liquor sold on the premises. The Licensee shall provide said gross sales records to the City Clerk's office Department within 30 days of receipt of a written or emailed request by the Liquor Commissioner. If, in any quarter, gross sales of ~~admissions to entertainment events, or admission fees and/or rental of recreational sports equipment or of the venue~~, constitute less than ~~60%~~ 50% of the gross sales of the Licensee for any two months of the quarter, the "EA" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to ~~§ 6-142F~~ of this chapter. If, in any quarter, gross sales of alcohol sold on the premises exceed ~~40%~~ 50% of the Licensee's gross sales for any two months of the quarter, the "EA" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to § 6-142F of this chapter. [Ord. No. 2013-95]

- (b) For purposes of the application of this section:

[1] Entertainment venues ~~shall~~ are defined under § 6-101 of this chapter ~~include premises that host live musical or theatrical performances, art exhibitions or oral presentations;~~

[2] Recreational sporting venues ~~shall include premises where such recreational sports as golf and bowling occur;~~

~~[3] Video gaming shall not be included within the definition of entertainment or recreational sports; and~~

~~[4]~~[3] Revenues from video gaming shall not be counted as gross sales from entertainment ~~or from recreational sports~~ for purposes of determining whether an entertainment ~~or recreational sports~~ license shall be issued, revoked, or renewed. [Ord. No. 2013-95]

- (4) Class "EB" (Entertainment/~~Recreational Sports~~ Venue - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises of beer and wine only for consumption only on the premises. "EB" licenses shall be issued and renewed at premises that primarily function as entertainment ~~or recreational sports~~ venues. Entertainment venues required to hold a City Entertainment Venue Operator license that wish to sale beer and wine only shall apply for this classification. The sale of beer and wine at the premises shall be incidental to the primary function of the premises as an entertainment ~~or sports~~ venue. "EB" licenses shall be issued and renewed only at premises where gross sales of admissions to or participation in entertainment events or activities, ~~or admission~~

~~fees and/or rental of said venue~~recreational sports equipment, constitute at least ~~60%~~ 50% of the gross sales of the licensee, and where gross sales of alcoholic liquor constitute no more than ~~40%~~ 50% of the licensee's total gross sales.

- (a) A licensee under this section shall keep a record of gross sales of admissions to or participation in entertainment events or activities, ~~or where admission fees and/or the rental of said venue recreational sports equipment~~, as well as the gross sales of beer and wine sold on the premises. The Licensee shall provide said gross sales records to the City Clerk's office Department within 30 days of receipt of a written or emailed request by the Liquor Commissioner. If, in any quarter, gross sales of ~~admissions to entertainment events, or admission fees and/or rental of recreational sports equipment or of the venue~~, constitute less than ~~60%~~ 50% of the gross sales of the Licensee for any two months of the quarter, the "EB" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to ~~§ 6-142F~~ of this chapter. If, in any quarter, gross sales of beer and wine sold on the premises exceed ~~40%~~ 50% of the Licensee's gross sales for any two months of the quarter, the "EB" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to ~~§ 6-142F~~ of this chapter. [Ord. No. 2013-95]

- (b) For purposes of the application of this section:

[1] Entertainment venues ~~shall be defined under § 6-101 of this chapter include premises that host live musical or theatrical performances, art exhibitions or oral presentations.;~~

[2] ~~Recreational sporting venues shall include premises where such recreational sports as golf and bowling occur;~~

~~[3] Video gaming shall not be included within the definition of entertainment or recreational sports; and~~

~~[4]~~[3] Revenues from video gaming shall not be counted as gross sales from entertainment ~~or from recreational sports~~ for purposes of determining whether an entertainment ~~or recreational sports~~ license shall be issued, revoked or renewed. [Ord. No. 2013-95]

- (5) A Class "FM" (Farmer's Market) license shall authorize the retail sale of alcohol in its original package form for consumption off-premises at farmer's markets, subject to the following: [Added 5-8-2023 by Ord. No. 2023-38]

- (a) The term "farmer's market" shall mean a regularly scheduled, indoor or outdoor market where farmers and producers may bring such products for sale to the general public:

[1] Agricultural and related products, including, but not limited to, fresh produce, meat, juice, and cheese;

[2] Value-added food products, such as baked goods, flavored honey, jams, and salsa; or

[3] Crafts, such as handmade ornaments, candles, soaps, jewelry, etc.

- (b) An applicant for a Class "FM" license shall have a valid, executed agreement with the Economic ~~and~~ Community Development Department for use of a booth or location at a

City-sponsored farmer's market and shall be subject to vendor rules, regulations, and application procedures promulgated by the Department, along with any reasonable restrictions required by the Liquor Commissioner. Any Class "FM" license shall only be valid at a City farmer's market on the days for which the licensee has been approved.

(c) Beer, wine or spirits samples.

[1] It shall be lawful for the licensee to permit the tasting or sampling of beer, wine, or spirits at the licensee's booth at the farmer's market if such tasting or sampling is:

[a] Of beer, wine, or spirits that were manufactured or otherwise produced by the licensee meeting the farmer's market's qualifications for products sold and is being presented for sale in its original package form for off-premises consumption;

[b] In an amount no greater than one ounce for wine beverages, two ounces for beer, and 1/2 ounce for spirits;

[c] Served with no charge of any kind or character for the sample or tasting;

[d] Served no earlier than 9:00 a.m.;

[e] Served by a person aged 21 or older.

[2] Samples may not be taken away from the immediate booth area and must be consumed or otherwise disposed of within 10 feet of the booth area.

[3] All samples must be served in plastic, paper, or foam containers only.

(d) Tasting shall be defined as set forth in Section **6-101** (Ch. 6, Sec. 1) of this chapter and subject to the rules set forth therein.

(e) The storage and display of the beer, wine, or spirits shall be in a manner to protect the product from improper use.

(f) No agent or employee of a licensee shall sell to or allow for the tasting of any alcoholic liquor by any person under age 21, or allow, directly or indirectly, any person under age 21 to possess or consume any amount of any alcoholic liquor. The licensee, its agent, or its employee shall, prior to selling or serving any alcoholic liquor, inspect the identification card of each person purchasing or consuming any alcoholic liquor under this subsection for the purposes of determining whether that individual is of lawful age to possess or consume alcoholic liquor.

(6) Class "GPA" (Convenience Store - All Types of Alcohol) primary licenses authorize the retail sale of all types of alcoholic liquor only in the original package for consumption off of the premises at retail grocery convenience stores, as those premises are defined in § **6-101** of this chapter, at which motor vehicle fuels are sold. [Ord. No. 2013-95; Ord. No. 2014-02]

(7) Class "GPB" (Convenience Store - Beer and Wine Only) primary licenses authorize the retail sale of beer and wine only in the original package for consumption off of the premises at retail grocery convenience stores, as those premises are defined in § **6-101**

of this chapter, at which motor vehicle fuels are sold. [Ord. No. 2013-95; Ord. No. 2014-04]

- (8) (10) Class "LA" "NPA" (~~Limited~~Non-Profit - All Types of Alcoholic Liquor) primary licenses authorize the retail sale of all types of alcoholic liquor by civic, charitable, fraternal, educational, patriotic, ~~festival~~ and/or religious organizations on premises in nonresidential locations for a maximum period of 60 days with the following conditions. Only civic, charitable, fraternal, educational, patriotic and/or religious organizations which have been in active and continuous existence for a period of one year prior to the date of making the application or those which are incorporated under the laws of the State of Illinois will be eligible to receive an "LA" "NPA" license. No organization shall be issued more than three LA "NPA" licenses in any twelve-month period. The license shall only apply to catered functions ~~and~~ or special events sponsored by the organization. [Ord. No. 2013-95]
- (9) (11) Class "LB" "NPB" (~~Limited~~Non-Profit - Beer and Wine Only) primary licenses authorize the retail sale of beer and wine ~~of alcoholic liquor~~ by civic, charitable, fraternal, educational, patriotic, ~~festival~~ and/or religious organizations on premises in nonresidential locations for a maximum period of 60 days with the following conditions. Only civic, charitable, fraternal, educational, patriotic and/or religious organizations which have been in active and continuous existence for a period of one year prior to the date of making the application or those which are incorporated under the laws of the State of Illinois will be eligible to receive an "LB" "NPB" license. No organization shall be issued more than three "LB" "NPB" licenses in any twelve-month period. The license shall only apply to catered functions or special events sponsored by the organization. [Ord. No. 2013-95]
- (10) (8) Class "MA" (Motel/Hotel Rooms Minibars - All Types of Alcoholic Liquor) primary licenses authorize the retail sale of alcoholic beverages of all types from locked containers in rented motel and hotel rooms for consumption on the premises. The license holder may provide key(s) to registered guests for the locked container(s) in rooms rented by them provided they are over 21 years of age and acknowledge their responsibility for the alcohol located ~~no one under that age who is not the spouse or child (natural, adopted or foster) of a registered guest will be staying in the room, during the rental period.~~ [Ord. No. 2013-95]
- (11) (9) Class "MB" (Motel/Hotel Rooms Minibars - Beer and Wine Only) primary licenses authorize the retail sale only of beer and wine from locked containers in rented motel and hotel rooms for consumption on the premises. The license holder may provide key(s) to registered guests for the locked container(s) in rooms rented by them provided they are over 21 years of age and acknowledge their responsibility for the alcohol located ~~no one under that age who is not the spouse or child (natural, adopted or foster) of a registered guest will be staying in the room during the rental period.~~ [Ord. No. 2013-95]
- (12) Class "O" (Outdoor) - ~~authorizes the retail sale of alcoholic liquor by any person holding either a Class R license or Class T license upon a sidewalk designated in a sidewalk cafe permit adjacent to the licensed premises during the hours of 9:00 a.m. to 10:00 p.m., Monday through Saturday, and 12:00 noon to 10:00 p.m. on Sunday, provided that a valid sidewalk cafe permit has been issued, pursuant to Article IX of Chapter 38. During the~~

~~times when alcoholic liquor may be served under the Class O license, the licensee shall:~~
~~(1) Not allow or permit any customer, employee or other person to remove alcoholic liquor from the area designated in the sidewalk cafe permit or the service premises of the licensee. (2) Not serve, allow or permit any person to be served, be in possession of, or consume alcoholic liquor in the area designated in the sidewalk cafe permit unless that person is utilizing the seating which has been provided in accordance with the site plan approved with the sidewalk cafe permit. (3) Comply with all requirements set forth in Article IX of Chapter 38. (4) Provide table service, which may include food service, in the sidewalk cafe area during the hours when alcoholic liquor is permitted to be served. The sidewalk cafe area shall be subject to all provisions of this chapter as though the sidewalk cafe area was part of the licensee's service premises during the times permitted by this section for alcoholic liquor sales. Prior to the issuance of a Class O license the licensee shall provide proof of dram shop insurance. The policy shall name the City of Bloomington as an additional insured, and will indemnify and hold it harmless from any action, proceeding or claim of liability asserted against it as a result of the operation of a sidewalk cafe. Failure by the licensee to maintain the insurance required by this section shall result in the revocation of the license. [Ord. No. 2015-26]~~

- (13) Class "PA" (Package Sales - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor only in original packages for consumption only off of the premises and for consumption if beer and wine on the premises in conjunction with a beer and wine tasting as defined in § 6-101. [Ord. No. 2013-95]
- (14) Class "PB" (Package Sales - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine in the original packages for consumption only off of the premises and for consumption on the premises in conjunction with a beer and wine tasting as defined in § 6-101. [Ord. No. 2013-95]
- (15) Class "PBP" (Packaged Sales - Beer and Wine, On or Off Premises) primary licenses authorize the retail sale on the specified premises of beer and wine in original packages for consumption on or off the premises where sold. This class of license shall only be available to establishments where the sale of packaged or prepared food is the primary source of revenue for the establishment. This class of license shall not be available for any establishment at which motor vehicle fuels are sold. [Ord. No. 2018-69]
- ~~(16)~~ (15) Class "RA" (Restaurant - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises. The sale of liquor at a restaurant shall be incidental to the principal purpose of the sale of food. "RA" licenses shall be issued and renewed only if the licensee has and maintains gross sales on the premises of all types of alcoholic liquor in an amount less than the gross sales of all types of food. Restaurants shall keep a record of all alcohol and food items sold on the premises and shall, within 30 days of receipt of a written request by the Liquor Commissioner, provide to the City Clerk's office financial statements for the period requested, certified by an independent certified public accountant, showing the proportion of gross sales of alcoholic beverages compared to sales of food. If, in any quarter, gross sales of alcoholic beverages exceed gross sales of food for any two months, the restaurant liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to § 6-142F of this chapter. A restaurant liquor

license shall be issued and renewed only at premises kept, used, maintained, advertised and held out to the public as a place where meals are sold and served and where meals are actually and regularly sold and served to the public. A restaurant shall have seating available for patrons as well as adequate and sanitary kitchen and dining room equipment, and shall have employed therein a sufficient number and kind of employees to prepare, cook and serve full meals for its guests. [Ord. No. 2013-95; Ord. No. 2014-02]

- ~~(17)~~ (16) Class "RB" (Restaurant - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises. The sale of beer and wine at a restaurant shall be incidental to the principal purpose of the sale of food. "RB" licenses shall be issued and renewed only if the licensee has and maintains gross sales on the premises of beer and wine in an amount less than the gross sales of all types of food. Restaurants shall keep a record of all beer, wine and food items sold on the premises and shall, within 30 days of receipt of a written request by the Liquor Commissioner, provide to the City Clerk's office financial statements for the period requested, certified by an independent certified public accountant, showing the proportion of gross sales of beer and wine compared to sales of food. If, in any quarter, gross sales of beer and wine exceed gross sales of food for any two months, the restaurant liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to § 6-142F of this chapter. A restaurant liquor license shall be issued and renewed only at premises kept, used, maintained, advertised and held out to the public as a place where meals are sold and served and where meals are actually and regularly sold and served to the public. A restaurant shall have seating available for patrons as well as adequate and sanitary kitchen and dining room equipment, and shall have employed therein a sufficient number and kind of employees to prepare, cook and serve full meals for its guests. [Ord. No. 2013-95; Ord. No. 2014-02]
- ~~(18)~~ (17) Class "S" (Sunday) secondary licenses issued to the holder of any primary license described herein (except Class "W" which is valid on Sunday) extend the authority of primary licenses to Sunday hours as specified in § 6-128 of this chapter. Any violation of the terms of the "S" license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license. [Ord. No. 2013-95]
- ~~(19)~~ (18) Class "SA" (Secondary Premises - All Types of Alcoholic Liquor) authorizes the retail sale of all types of alcoholic liquor by the current holder of an EA, EB, TA, TB, RA, or RB, PA or PB license at nonresidential public premises other than the premises covered by the existing license at locations and on days approved by the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to and apply to the license issued. The license holder must submit proof of adequate Dram Shop Insurance covering the premises licensed under the "SA" license prior to being issued such license. Any violation of the terms of the "SA" license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license. [Ord. No. 2018-37]
- ~~(20)~~ (19) Class "SB" (Secondary Premises - Beer and Wine Only) authorizes the retail sale of beer and wine by the current holder of an EA, EB, TA, TB, RA, or RB, PA or PB license at nonresidential public-premises other than the premises covered by the existing license at locations and days approved by the Liquor Commissioner. All of the terms and conditions

of the license holder's primary license shall extend to and apply to the license issued. The license holder must submit proof of adequate Dram Shop Insurance covering the premises licensed under the "SB" license prior to being issued such license. Any violation of the terms of the "SB" license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license. [Ord. No. 2018-37]

~~(21) Class "SPA" (Seasonal Performance - All Types of Alcohol) [Ord. No. 2013-95]~~

~~(a) Authorizes by secondary license the retail sale of all types of alcoholic liquor at a performance venue designated by the Liquor Commissioner for a specified season by the holder of a current TA, TB, RA, RB, PA or PB license. This license may be issued at the discretion of the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to the issued seasonal performance license. The license holder must submit proof of adequate Dram Shop insurance covering the premises licensed under the SPA license prior to being issued such license. Any violation of the terms of the SPA license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.~~

~~(b) As used in this and in the succeeding subsection, the term "season" shall mean a defined span of time, not less than 30 days and no more than one year, during which a given venue hosts four or more performances per month. The length of the performance season for a given venue shall be as defined herein, or as otherwise designated by the Liquor Commissioner.~~

~~(c) The term "season" as applied to the Bloomington Center for the Performing Arts shall mean the period of time from August 1 through May 31 of the succeeding year.~~

~~(d) The term "season" as applied to the Illinois Shakespeare Festival performed at Ewing Manor shall be the period from June 1 through August 31. [Ord. No. 2009-71]~~

~~(22) Class "SPB" (Seasonal Performance - Beer and Wine Only) authorizes by secondary license the retail sale of beer and wine at a performance venue designated by the Liquor Commissioner for a specified season by the holder of a current TA, TB, RA, RB, PA or PB license. This license may be issued at the discretion of the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to the issued seasonal performance license. The license holder must submit proof of adequate Dram Shop insurance covering the premises licensed under the SPB license prior to being issued such license. Any violation of the terms of the SPB license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license. [Ord. No. 2013-95]~~

~~(23) Class "ST" (Stadium) primary licenses authorize the retail sale of alcohol throughout a stadium for consumption only on the premises. A Class "ST" license shall also authorize the retail sale of all types of alcoholic liquor in designated private suites for consumption in those designated private suites only. The Class "ST" license shall be issued on the following conditions:~~

~~(a) Hours of operation. Liquor may be sold only on days when a game or event is scheduled.~~

~~Liquor sales may commence when doors officially open prior to the event. For football or hockey games, all alcohol sales will cease at the commencement of the fourth quarter, or the third period, respectively. For all other events, liquor sales will cease upon the conclusion of the event. Notwithstanding the foregoing, liquor may be served in restaurant areas of the stadium for up to one hour after the conclusion of all events.~~

~~(b) Place of sale. The license holder shall take adequate means to prevent liquor sold in the stadium from being removed from the stadium. The license holder shall take adequate means to prevent liquor sold in the private suites from being removed from the private suites.~~

~~(c) Other conditions:~~

~~[1] Liquor in plastic or paper cups only. Except for liquor sold in the private suites, all drinks containing alcohol will be sold in plastic bottles, plastic cups, or paper cups only. No glasses, glass bottles, or aluminum bottles or cans of beer will be permitted to be sold in the general interior stadium area. Liquor may be sold in cups, glasses, glass bottles, plastic bottles, aluminum bottles or cans in the private designated suites, but no glasses, glass bottles, aluminum bottles or cans may be removed from the private designated suites.~~

~~[2] Prevention of consumption of alcohol by minors. The licensee shall employ a sufficient number of persons at events at which alcohol is sold to monitor and prevent the consumption of alcohol by minors. These required monitors may not have as an additional duty the sale of beer or alcohol during the event. There shall be sufficient monitors such that the entire stadium is regularly monitored during the event.~~

~~[3] Exterior premises clean-up. As a condition of the Class "ST" license, the license holder shall remove all trash and debris from the parking lots and exterior of the premises no later than 10:00 a.m. on the day following a game or other event at which liquor was sold. [Ord. No. 2013-95]~~

~~(24) (20) Class "TA" (Tavern - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises. License holders must post highly visible signage at all entrances of the premise stating that all minors under 21 years of age must be accompanied by a parent or guardian commencing January 1, 2024. [Ord. No. 2013-95]~~

~~(25) (21) Class "TB" (Tavern - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises. License holders must post highly visible signage at all entrances of the premise stating that all minors under 21 years of age must be accompanied by a parent or guardian commencing January 1, 2024. [Ord. No. 2013-95]~~

~~(26) (22) Class "W" (Catering) primary licenses authorize the holder thereof to provide catering services to private parties pursuant to § 6-114 of this chapter provided, however, that a Class "W" license does not authorize the sale of alcoholic beverages only. An additional Sunday license shall not be required. [Ord. No. 2013-95]~~

§ 6-113 [Ch. 6, Sec. 7B] License fees.

- A. The annual license fees for each of the classes of licenses shall be as set forth in the Schedule of Fees. **[Ord. No. 2018-89]**
- ~~B. The fee for each Class "LA," "LB," "SA" and "SB" licenses issued shall be as set forth in the Schedule of Fees. A separate license is required for each premise for which a license is issued. A separate license is also required for each event at a single premise, provided however that a series of performances at a single premise sponsored, hosted, produced or organized by the same person, entity, group or organization shall be considered a single related event and such related events shall require only one license. **[Ord. No. 2018-89]**~~
- ~~C. The annual license fee for a Class "W" license shall be as set forth in the Schedule of Fees. **[Ord. No. 2018-89]**~~
- ~~D. The fee for each Class "SPA" or "SPB" license issued shall be as set forth in the Schedule of Fees. **[Ord. No. 2018-89]**~~

§ 6-114 [Ch. 6, Sec. 8] Catering licenses - fees.

- A. It shall be illegal for any person for compensation to agree or contract to obtain or provide any type of alcoholic liquor or to mix, pour and/or serve any type of alcoholic liquor at any private party or other type of private gathering of people within the City of Bloomington without having first obtained a Class "W", Class "SA", or Class "SB" liquor license. Catering shall include the acts described herein and those described in § 6-101 of this chapter. **[Ord. No. 1992-102]**
- B. Catering licenses may be obtained by submitting an application to ~~registering with the~~ City Clerk and by providing them ~~her~~ with information not inconsistent with the type of information requested of applicants for other liquor licenses. ~~Catering licenses are personal only and~~ Each application must be signed by an authorized agent of the license applicant who shall be responsible for providing the person who will perform the catering services and complying with the requirements of this chapter and by their ~~the person who will perform the catering services and complying with the requirements of this chapter and by their~~ his/her employer or principal, if any. **[Ord. No. 1992-102]**
- C. A person engaged in catering may not sell individual alcoholic beverages of any type. However, any person engaged in catering may procure alcoholic liquor for the purpose of providing the catering services, provided that the person providing the catering service may only charge the contractor for such services the actual cost of the alcoholic liquor, without a markup. ~~All such alcoholic liquor purchased by the caterer shall belong to the contractor for the services.~~ **[Ord. No. 1992-102]**
- D. Before any person may obtain a catering license, each applicant or each applicant's employer must provide the City Clerk with a Certificate of Insurance which shows that the licensee and, if applicable, their ~~his~~ employees, agents and servants are covered by an insurance policy for any liability which may develop from the performance of catering services. **[Ord. No. 1992-102]**
- E. There shall not be a limit at this time to the number of catering licenses which may be issued by the City Clerk. Notices prior to the issuance of such licenses and bond shall not be required. Catering licenses may be suspended or revoked by the Liquor Commissioner

for the violation of any law directly or indirectly associated therewith. [Ord. No. 1992-102]

F. Prior to issuance of the catering license the City Clerk may require proof that the applicant business is registered with the City Finance Department for all applicable tax collection purposes.

§ 6-115 [Ch. 6, Sec. 8A] Annexation of territory.

[Ord. No. 1974-124]

If any time subsequent to the effective date of the above section any territory is annexed to the City wherein a valid license issued by the County of McLean is in existence, it shall not be revoked or invalidated but shall be allowed to continue in the same manner as heretofore until the following December 31st when it shall be renewed by the Mayor as a City license in the same manner as heretofore.

§ 6-116 [Ch. 6, Sec. 9] License to be posted - lost license.

[Ord. No. 2018-89]

Every person licensed in accordance with the provisions of this chapter immediately shall post the license so issued in a conspicuous place on the licensed premises and shall keep such license so posted ~~during all of the at all times~~ said license is in force. ~~Whenever such license shall be lost or destroyed a duplicate license shall be issued at a cost as set forth in the Schedule of Fees.~~

§ 6-117 [Ch. 6, Sec. 10] Disposition of fees.

[Ord. No. 1974-124]

All such fees shall be paid to the City Clerk at the time application is made and shall be ~~immediately forthwith~~ turned over to the Director of Finance. In the event the license applied for is denied, then the fee shall be deposited in the general corporate fund or in such other fund as shall have been designated by the Council, by proper action.

§ 6-118 [Ch. 6, Sec. 11] List.

[Ord. No. 1974-124]

The City Clerk shall keep or cause to be kept a complete record of all such licenses issued by the Mayor and shall furnish the Mayor and Chief of Police each with a copy thereof; upon the issuance of any new license or the revocation of any old license, the Mayor shall give written notice of such action to the City Clerk and Chief of Police within 48 hours of such action.

§ 6-119 [Ch. 6, Sec. 12] Nature of license or permit for license; renewals; cessation of operations.

A. Nature of license or permit for license. A license or permit for license shall be purely a personal privilege, good for not to exceed one year after issuance unless sooner revoked as in this Ordinance provided, and shall not constitute property nor shall it be subject to attachment, garnishments, or execution, nor shall it be alienable or transferable voluntarily or involuntarily or subject to being encumbered or hypothecated. Such license or permit for license shall not descent by the laws of testate or intestate devolution, but it shall cease upon the death of the holder, provided that executors or administrators of the estate of any deceased holder and the trustee of any insolvent or bankrupt holder, when such estate consists in part of alcoholic liquor may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court and may exercise the privileges of the deceased or insolvent or bankrupt holder after the death of such decedent, or such insolvency or bankruptcy until the expiration of such license or permit for license but not longer than one year after the death, bankruptcy or insolvency of such

holder. [Ord. No. 1974-124]

- B. Renewals. Any holder may renew their ~~his~~ license at the expiration thereof provided they ~~are~~ ~~he is~~ then qualified to received a license, there has not been an unapproved change of ownership (§ 6-102) and the location and premises for which the renewal license is sought are suitable for such use. [Ord. No. 1983-105]

§ 6-120 [Ch. 6, Sec. 13] Renewal; application, payment of license fees.

[Ord. No. 1992-102]

All applications for the renewal of a license shall be made in writing to the Mayor not later than December 1 of each year. If the information and statements contained in the original application (and questionnaire, if applicable) have not changed, in lieu of an application for renewal, a licensee may file with the Mayor not later than December 1 of each year, an affidavit stating that such facts and statements have not changed.

§ 6-121 [Ch. 6, Sec. 14] Change of location; Temporary Extension of Premise.

[Ord. No. 1992-102]

A liquor license shall permit the sale of alcoholic beverages and sales as defined in § 6-101 only in the premises described in the application and license except that the Mayor, on behalf of the Commission or two members of the Commission when the Mayor is unavailable, may issue a secondary premises license, Class “SA” or “SB”, which authorizes the licensee to operate temporarily at a location other than the premises at which said licensee is licensed to operate. Any licensee desiring a secondary premises license shall submit an application containing the name of the licensee, a description of the temporary location (which shall not include street right-of-way), the expected hours of operation as may be requested by the Liquor Commission and such other information relevant to the sale of alcohol at that location. No secondary premises license shall be issued for any premises which is not a proper one for the retail sale of alcoholic liquor under the laws of this state and the Code of the City.

A. Temporary Extension of Premise as defined in § 6-101 may be granted to a primary liquor license holder. The application made on forms provided by the City Clerk must contain the following:

- (1) Applications. An application must be submitted at least two (2) weeks prior to the date of the planned event to allow adequate processing time. The application must contain the following:
- (a) Legal Name and DBA (Doing Business As) / Assumed Name;
 - (b) Business contact information including an address, phone number, and email;
 - (c) Date and time of event;
 - (d) Description of the event including locations not contained in the standard operating establishment that will be considered under the application as “extended areas” for sale and service of liquor; and
 - (e) Name, title and signature of the applicant.

(2) Required Documents:

- (a) Event site plan provided by the applicant which includes:

[1] The identification of the areas where alcohol will be stored and sold/served;

[2] Access points (entrances, exits, gates, etc.);

[3] The dimensions of the area proposed for the extension of premise;

[4] Location of additional adequate sanitation facilities, if applicable;

[5] Fencing or barricading for controlled entrances and exits to proposed area; and

[6] Locations for adequate parking.

1. If ample parking is not available on premise, written permission from neighboring businesses must be sought via an Event Parking Agreement. The Event Parking Agreement provides written permission of neighboring businesses to accommodate the overflow parking needed for the event. This document must include the business name; owner, manager, or representative's name; title; signature; and contact information of the neighboring business.

(b) Any other documents determined necessary by the reviewing departments.

(c) If the permit is approved, a certificate of liability insurance (DRAM Shop) must be provided with the title of the event, date and time frame of the event listed, as well as the City of Bloomington listed as an Additional Insured.

(3) The fee for an Extension of Premise shall be issued at a cost as set forth in the Schedule of Fees.

§ 6-122 [Ch. 6, Sec. 15] Peddling.

It shall be unlawful to peddle alcoholic liquor in the City.

§ 6-123 [Ch. 6, Sec. 16] Sanitary conditions.

All premises used for the retail sale of alcoholic liquor or for the storage of such liquor for such sale shall be kept in a clean and sanitary condition and shall be kept in full compliance with the ordinances regulating the condition of premises used for the storage or sale of food for human consumption. All premises used for the retail sale of alcoholic liquor for consumption on the premises shall provide ~~separate toilets and washstands for male and female patrons and shall maintain the same in a clean and sanitary~~ restroom facilities condition.

§ 6-124 [Ch. 6, Sec. 17] Signs.

[Ord. No. 1992-102]

All premises licensed for the retail sale of alcoholic liquor may have only one lighted sign advertising a particular brand of alcohol or alcohol product visible from the exterior of the premises. Any premises displaying more than one such sign on the effective date of this Ordinance shall have until December 31, 1992 to remove any excess signs.

§ 6-125 [Ch. 6, Sec. 18] Employees - diseases - age limits.

A. It shall be unlawful for any licensee or for any officer, associate, member, representative, agent or employee of such licensee to employ in any licensed premises any person who is afflicted with, or who is a carrier of, any contagious infection or venereal disease; and it shall be unlawful for any person who is afflicted with, or a carrier of, any such disease to work in or about any premises or to engage in the handling, preparation or distribution of such liquor. **[Ord. No. 1992-102]**

- B. It shall be illegal for any liquor licensee or for any officer, associate, member, representative, agent or employee of such licensee to employ in any premises used for the sale of alcoholic beverages any person under 21 years of age for the purpose of drawing, pouring or mixing alcoholic beverages or tending bar or to sell or consummate the sale of any such beverages to be consumed off the licensed premises, such as, but not limited to, such sales at a packaged liquor store, a grocery store, or a pizza establishment. It shall be illegal for any person under 21 years of age to be so employed as specified in this paragraph.
- C. It shall be lawful for a liquor licensee or for any officer, associate, member, representative, agent or employee of such licensee to employ a person 19 years of age or older to deliver, serve and/or to consummate the sale of alcoholic beverages which are to be consumed on the premises, provided that at all times when the employee under 21 years of age is on the premises, another employee 21 years of age or over is working on duty on the premises; the person charged with an offense hereunder shall have the burden of proving that the employee 21 years of age or older was so employed and was working on duty on the premises at the time of any alleged violation.
- D. It shall be unlawful for any person under the age of 19 years to sell, ~~or~~ deliver or serve any alcoholic beverage in any licensed establishment or at any other place and this section shall be broadly construed. [Ord. No. 1992-102]

§ 6-126 [Ch. 6, Sec. 19] Solicitation of drinks prohibited.

[Ord. No. 1992-102]

No licensee shall employ or permit any person to solicit any other person to purchase the solicitor a drink or drinks in or about any premises offering alcoholic or malt or vinaceous beverages for sale.

§ 6-127 [Ch. 6, Sec. 20] Serving, etc., to persons in motor vehicles.

- A. It shall be illegal for any licensee, their ~~his~~ agent, or employee to serve, give or in any manner be concerned with placing any alcoholic liquor in or upon or about any motor vehicle or to sell, serve, deliver or give any alcoholic liquor to any occupant of a motor vehicle, whether such vehicle is moving or parked or is at a curb or in a public place or on-premises or property used by a licensee or other private property, except in the original package and with the seal unbroken. [Ord. No. 1992-102]
- B. All of the actions specified in the previous paragraph at drive-up windows are subject to each of the following conditions and failure to comply with each of them is a violation of this Code:
 - (1) Before any such liquor transfer occurs the evening lighting of the exterior of the sales area must make all persons in any vehicle in the transfer area clearly visible and all such lighting systems and any changes or alterations in such systems must be approved by the Liquor Commission before any such liquor transfer occurs, and rules and regulations to obtain such approval are available from the City Clerk; and
 - (2) Liquor transfers in the original package with the seal unbroken may be made only to the driver of a vehicle and any such transfer to any passenger is illegal; and
 - (3) The licensee must check the pictured driver's license of every driver before such a transfer

is made to determine that the person has a driver's license and to determine the age of young persons, and no substitute ID such as a traffic ticket, another type of pictured ID such as the Illinois Identification Card, or other ID may be accepted; and

- (4) A permanent § 6-131 sign must be posted in such a manner that it is clearly visible and it must be kept readily readable by all persons who are in a vehicle which is in the transfer area. [Ord. No. 1992-102]
- C. All of the actions specified in Subsection A for curbside pickup and off-premises delivery of alcoholic liquor shall be subject to the conditions provided in § 6-138.1 of this chapter. [Added 9-23-2019 by Ord. No. 2019-73]

§ 6-128 [Ch. 6, Sec. 21] Closing hours - Sunday sales.

A.

- (1) Except as provided in Subsection C below, it shall be unlawful for any liquor license holder to sell or offer for sale at retail, or allow consumption on the premises of any alcoholic liquor during the following hours unless the license is issued for a premise located inside the passenger terminal owned and operated by the Central Illinois Regional Airport in which case Subsection A(2) shall apply:

Monday - Friday 1:00 a.m. - 6:00 a.m.

Saturday - Sunday 2:00 a.m. - 6:00 a.m.

- (2) Except as provided in Subsection C below, it shall be unlawful for holders of licenses for premises located inside the passenger terminal owned and operated by the Central Illinois Regional Airport to sell or offer for sale at retail or allow consumption on the premise of any alcoholic liquor during the following hours: [Ord. No. 2009-55]

Monday - Friday 1:00 a.m. - 5:00 a.m.

Saturday 2:00 a.m. - 5:00 a.m.

Sunday 2:00 a.m. - 6:00 a.m.

- B. Except as provided in Subsection D below, it shall be unlawful for any liquor license holder, other than a holder of a Class "C" or "S" license, to sell or offer for sale at retail or allow consumption on the premises of any alcoholic liquor during the following hours: [Ord. No. 2009-55]

Sunday 6:00 a.m. - 12:00 midnight

Monday 12:00 midnight - 1:00 a.m.

- C. Notwithstanding anything in Subsection A above, it shall be lawful for liquor license holders to operate between 1:00 a.m. and 2:00 a.m. on January 1. [Ord. No. 1992-102]
- D. Notwithstanding anything in Subsection B above, it shall be lawful for all liquor license

holders to operate between 6:00 a.m. on December 31, through 2:00 a.m. on January 1, whenever December 31 falls on a Sunday. [Ord. No. 2009-55]

- E. Hours stated in this section shall mean Central Standard Time or Central Daylight Savings Time, whichever is being observed in the City. [Ord. No. 1992-102]
- F. The closing hours provided in Subsections A through E above shall also apply to any event or premises at which alcoholic liquor is served or consumed whenever there is a charge imposed on persons attending, any part of which may be considered a direct or indirect charge for alcoholic liquor. Such charges include, but are not limited to cover charges, admission charges, entertainment charges, any charges enumerated in § 6-101 of this chapter or any other similar charge. [Ord. No. 1992-102]

§ 6-129 [Ch. 6, Sec. 22] Open containers - not to be removed from premises.

[Ord. No. 1992-102]

No licensee or officer, employee or agent of a licensee shall permit any person on the licensed premises to leave the licensed premises with any open container of any alcoholic beverage.

§ 6-130 [Ch. 6, Sec. 23] Sale, possession and transportation of kegs.

- A. No licensee shall sell alcoholic liquor in a keg without first having obtained the signature of the purchaser on an adult responsibility form ~~provided by the City~~. The licensee shall retain one copy of the form and provide one copy of the form to the purchaser. The licensee shall retain copies of all such forms for a period of not less than three months from the date of sale and produce any and all forms for inspection by the Liquor Commissioner, their ~~his~~ designee, or police officers.
- B. Any person who purchases alcoholic liquor in a keg from a licensee in Bloomington must sign an adult responsibility form provided by the licensee/seller at the time and point of sale. The form shall contain the following:
 - (1) The licensee's name, address and phone number;
 - (2) The purchaser's name, address and phone number;
 - (3) The driver's license number or other identification used by the licensee to identify the purchaser;
 - (4) The location the keg is to be used;
 - (5) The date and signature of the purchaser; and
 - (6) The following statement:

As purchaser of a keg of alcohol I understand that I am responsible for the proper use of the contents of the keg.

I agree that the contents of the keg will not be sold to another person. This includes selling cups, tickets or charging admission to an event at which the alcohol may be "given" away.

I understand that the legal drinking age in Bloomington is 21, and that the contents of the keg will not be furnished to any person under 21 years of age except as allowed by ordinance.

I understand that I am required to keep a copy of this Adult Responsibility Form with the keg at all times, and to provide a copy to the Police upon request.

I understand that if I do not produce a copy of this form when requested by police, or if the contents of the keg are sold or furnished to a minor, I will be held to have violated a City ordinance.

- C. Any person who purchases alcoholic liquor in a keg in another jurisdiction other than Bloomington shall sign an adult responsibility form as required in that jurisdiction.
- D. Any person in possession of a keg containing alcoholic liquor shall keep any required adult responsibility form in the same location as the keg at all times and shall have the form readily available for inspection until the keg is returned to the licensee.
- E. Presumptions.
 - (1) If a keg is found to be on any residential premises and no adult responsibility form is produced, there shall be a rebuttable presumption that any resident of the dwelling unit in which the keg is found is in possession of the keg in violation of this section. A person so charged shall have the burden of proving that they ~~he~~ did not have unlawful possession of the keg.
 - (2) If any keg is used in the unlawful sale of alcohol, there shall be a rebuttable presumption that the person signing the adult responsibility form is responsible for the unlawful sale of alcohol. The City shall have the burden of proving that the keg was used in the unlawful sale of alcohol and the Defendant was the person signing the adult responsibility form. The Defendant shall have the burden of proving that they ~~he~~ had no knowledge of the unlawful sale of alcohol, and took reasonable means to prevent the unlawful sale of alcohol.
 - (3) If any keg is used in the unlawful furnishing of alcohol to a minor, there shall be a rebuttable presumption that the person signing the adult responsibility form is responsible for the unlawful furnishing of alcohol to a minor. The City shall have the burden of proving that the keg was used in the unlawful furnishing of alcohol to a minor and the Defendant was the person signing the adult responsibility form. The Defendant shall have the burden to prove that they ~~he~~ had no knowledge of the unlawful furnishing of alcohol, and took reasonable means to prevent the unlawful furnishing of alcohol.
- F. Hours of sale and transportation of kegs. No person shall transport alcoholic liquor stored in a keg on any public street between the hours of 10:00 p.m. and 5:00 a.m. unless such person holds a distributor's license from the State of Illinois. No license holder shall sell a keg at 10:00 p.m. **[Ord. No. 2009-49]**

§ 6-131 [Ch. 6, Sec. 24] Warning signs to be posted.

- A. In every premises upon which the sale of alcoholic liquor for consumption upon the premises is licensed hereunder, a card shall be posted by the licensee thereof to be furnished by said licensee which shall read substantially as follows:

WARNING TO MINORS

You are subject to a fine of up to \$500 under the Ordinance of the City of Bloomington if you purchase alcoholic liquor or are served or delivered alcoholic liquor or misrepresent your age

for the purpose of purchasing or obtaining alcoholic liquor.

- B. Such card shall be displayed at all times in a prominent place in said licensed premises.
[Ord. No. 1992-102]

§ 6-132 [Ch. 6, Sec. 25] Bond and insurance requirements; termination of licenses.

- A. Each person ~~and corporation or other~~ entity having a liquor license shall obtain and at all times maintain in effect a penal bond to the City of Bloomington in the sum of \$2,000 from a solvent surety company licensed to do business in the State of Illinois and each such bond is subject to being approved by the Corporation Counsel. Each bond shall be filed with the City Clerk before liquor licenses to which the bond applies are distributed by the City Clerk and shall be conditioned upon the faithful observance by the licensee of all of the provisions of this chapter and of any other provisions of the Bloomington City Code and of the laws of the State of Illinois and of the United States of America applying to the sale and possession of intoxicating liquor.
- B. Each person ~~and corporation or other~~ entity that has a liquor license shall at all times have and maintain in effect dram shop liability insurance for not less than the maximum liability amount provided by law for each injury to the person (including death) or the property of any person and each such policy shall contain reasonable total maximum limits.
- C. Each liquor licensee is required at all times to have on file with the City Clerk proof from the surety company, the insurance company or their authorized agents that the required bond and insurance are in effect at all times as required by this section.
- D. The failure of any person, ~~corporation or other~~ entity to at all times maintain in effect the bond and insurance required by this section shall automatically terminate the license(s) issued pursuant to this chapter to such person, ~~corporation or other~~ entity. Automatically terminated licenses may be reinstated by the Liquor Commissioner at their ~~in his~~ discretion upon a showing of evidence by the licensee that the required bond and insurance have been obtained and are in effect. The responsibility to maintain in effect the bond and insurance referred to herein shall be solely that of the licensee(s) and neither the City Clerk, the Liquor Commissioner, nor any other person associated with the Liquor Commission or with the City of Bloomington shall be responsible for notifying the licensee(s) of the expiration date of any bond or insurance policy or have any other responsibility with respect to maintaining in effect at all times such bond and insurance policy or assuring compliance with any aspect of this section or any related provision thereof.
- E. The failure of a licensee to comply with any aspect of this section is a violation of this chapter for which the licensee may be penalized pursuant to the provisions of this chapter. [Ord. No. 1992-102]

§ 6-133 [Ch. 6, Sec. 26] No sale, gift or delivery to or by a person under the age of 21 years or an incompetent - illegal purchase or procurement - illegal possession - parents' responsibility.

- A. It is unlawful for any person including but not limited to any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or

serve any alcoholic beverage to any person under the age of 21 years or to any intoxicated person or to any person known to be a spendthrift, insane, mentally ill, mentally deficient or a habitual drunkard. [Ord. No. 1992-102]

- B. It shall be unlawful for any person under the age of 21 years to purchase, accept or procure or to attempt to purchase, accept or procure any alcoholic beverage from any liquor dealer or from any other person. [Ord. No. 1992-102]
- C. It shall be unlawful for any person to order, purchase or to in any manner to obtain any alcoholic beverage for another person under the age of 21 years. It shall be illegal for any person to sell, give or deliver any alcoholic liquor to another person under the age of 21 years. It shall be illegal for any person to directly or indirectly have any alcoholic beverage sold, given or delivered to another person under 21 years of age or to permit the sale, gift or delivery of any alcoholic beverage to another person under 21 years of age. [Ord. No. 1992-102]
- D. It shall be illegal for any person to have any alcoholic beverage in an open container in his/her possession on any street or highway or upon any other public property, except at the following locations:
 - (1) Possession of beer and wine by persons over the age of 21 is permitted at Prairie Vista Golf Course, The Den at Fox Creek Golf Course and Highland Golf Course pursuant to Chapter 31, § 31-701, of the Bloomington City Code. [Ord. No. 2013-95]
 - (2) Possession of all types of alcohol is permitted inside the Bloomington Center for Performing Arts and on the grounds of Festival Park outside of Bloomington Center for the Performing Arts under the following conditions: [Ord. No. 2009-32]
 - (a) Alcohol shall only be procured from and served by the Bloomington Center for Performing Arts licensed an individual or entity with a Class “EA” or “EB”, license or by an individual or entity with a Class “W”, or a “E”, “T”, or “R” liquor license holder who has obtained a Class “SA” or “SB” license for that location. [Ord. No. 2013-95; Ord. No. 2014-04]
 - (b) Possession of open alcohol shall be allowed only at events that are either sponsored or organized by the City of Bloomington or by individuals or entities who have signed rental agreements with the City of Bloomington for use of the facilities that permit the individual or entity to serve alcohol. [Ord. No. 2009-32]
 - (c) Possession of open alcohol on the grounds of Festival Park shall only be permitted when there is perimeter fencing around the grounds and entrance to the park must be made through gates at two designated locations. Possession of open alcohol on the grounds of Festival Park shall be allowed inside the fenced area only. [Ord. No. 2013-95]
 - (d) Possession of open alcohol inside the Bloomington Center for Performing Arts shall be prohibited after 12:00 midnight whether or not alcohol was procured from the source enumerated in Subsection D(2)(a). Possession of open alcohol on the grounds of Festival Park shall be prohibited after 11:00 p.m. [Ord. No. 2013-95]
 - (e) All state and local liquor control laws must be obeyed. [Ord. No. 2013-95]

- (f) All rules and regulations for the Bloomington Center for the Performing Arts and Festival Park must be obeyed. **[Ord. No. 2013-95]**
- (3) Possession of open containers of all types of alcohol is permitted on a sidewalk or other public right of way as designated in an Outdoor Dining & Bar Service Permit ~~sidewalk cafe permit adjacent to a licensed premise with an O license during the time allowed by the O license~~ or as otherwise provided as a condition on the license or by order of the Liquor Commission. **[Ord. No. 2006-6]**
- (4) Possession of all types of alcohol is permitted inside the ~~Coliseum~~ Bloomington Arena located in the block bounded by Madison Street, W. Front Street, Lee Street and W. Olive under the following conditions: **[Ord. No. 2013-95; Ord. No. 2014-02]**
 - (a) Alcohol shall only be procured from and served by the Bloomington Arena licensed an individual or entity with a Class ST, "EA" or "EB", or by an individual or entity with a Class "W", or a "E", "T", or "R" liquor license holder authorizing the sale of alcohol in those premises who has obtained a Class "SA" or "SB" license for that location; **[Ord. No. 2013-95]**
 - (b) Possession of open alcohol other than that procured from the sources enumerated in Subsection D(4)(a) shall be prohibited; **[Ord. No. 2013-95]**
 - (c) All state and local liquor control laws must be obeyed; **[Ord. No. 2013-95]**
 - (d) All rules and regulations for the ~~Coliseum~~ Bloomington Arena must be obeyed. **[Ord. No. 2013-95]**
- (5) Possession and consumption of beer and wine by persons over the age of 21 may be permitted at Miller Park Pavilion and Davis Lodge, as part of a special event approved by the City Clerk, under the following conditions: **[Added 9-9-2019 by Ord. No. 2019-71]**
 - (a) The event organizer has entered into a valid event location contract with the City;
 - (b) The City Clerk has issued a valid permit allowing the serving and consumption of beer and wine during the special event;
 - (c) All beer and wine at the special event shall be served by an individual or entity with a Class "W" catering license or Class "SB" held by the holder of a qualified primary liquor license; and
 - (d) The event organizer and all attendees must fully comply with federal, state, and local laws as well as all rules and regulations for the event location.
- (6) Possession of open alcohol is permitted for a special event on any street, sidewalk, or upon any other public property under the following conditions: **[Added 6-28-2021 by Ord. No. 2021-50]**
 - (a) The special event has received a special event permit from the Economic ~~and~~ Community Development Department.
 - (b) Other than for recurring special events as defined in this subsection, the Liquor

Commission must consider and approve the request at a public hearing and may impose such conditions as it deems appropriate to protect the health and safety of the public or to be in the best interest of the City of Bloomington. For recurring special events, as defined in this subsection, the Liquor Commissioner may consider and approve the request without the necessity for a public hearing and may impose such conditions as deemed necessary to protect the health and safety of the public or to be in the best interest of the City of Bloomington. As used in this subsection, a recurring special event is an event which:

- [1] Has occurred in two or more consecutive years and is held by the same event organizers;
 - [2] Requests no substantial changes from previous years;
 - [3] Has obtained a special event permit; and
 - [4] Has had no previous violation, enforcement or public safety issues or concerns.
- (c) The event organizer is responsible for notifying residents, property owners, and businesses about the event at least 30 days prior to the event. Notice shall be given to all residents, property owners, and businesses within the event area and within 250 feet of the perimeter of the event area. The notice shall include any dates and times the event organizer will appear before the Liquor Commission for consideration of the event.
 - (d) Alcohol shall only be procured from and served by a licensed individual or entity in the event area with a Class “NPA”, “NPB”, or a licensed individual or entity with a “TA”, “TB”, “RA”, “RB”, “EA”, or “EB” liquor license ~~or~~ who has obtained a Class “SA”, or “SB”, ~~LA or LB~~ liquor license for the specific event.
 - (e) Possession of open alcohol shall only be permitted within the area designated by the special event permit.
 - (f) The event organizer must have and maintain in effect dram shop liability insurance for not less than the minimum liability amount provided by law for each injury to the person (including death) or the property of any person, and each such policy shall contain reasonable total maximum limits for the specific dates, times, and location of the event as set forth in the special event permit. The City of Bloomington shall be named as an additional insured on each such policy.
 - (g) Possession of open alcohol for a special event on any street, sidewalk, or any other public property shall be prohibited after 11:00 p.m. unless otherwise provided by a license or outdoor dining permit.
 - (h) Alcohol consumed on any street, sidewalk, or public property within the event area shall not be in glass containers.
 - (i) All persons consuming alcohol at the event must be 21 years of age or older and must have a wristband from the event organizer.
 - (j) All state and local liquor control laws must be obeyed.

- E. It shall be unlawful for any person to whom the sale, gift, delivery or service of any alcoholic liquor is prohibited because of age to consume or to possess in any manner, including by consumption, any such alcoholic liquor, except as otherwise provided by law. The violation referred to in this section which relates to the possession of alcohol after it has been consumed may be identified as the "Illegal Possession of Alcohol by Consumption" or by the number of the chapter and section of this Ordinance. This violation may be proven by evidence which indicates that the breath of the person charged with such offense had a smell associated generally or specifically with any alcoholic liquor and no additional evidence relating thereto shall be necessary to find the Defendant to be in violation of this Ordinance. It shall not be necessary to show that the person charged with an offense hereunder was at the time in question under the influence of any alcoholic liquor in any manner, but such evidence shall be admissible to prove a violation of this Ordinance.
- F. The possession and dispensing or consumption by a person under the age of 21 years of an alcoholic beverage in the performance of a religious service or ceremony or the consumption of alcoholic liquor by a person under the age of 21 years under the direct supervision and direct approval of the parents or parent of such person in the privacy of a home is not prohibited by this Ordinance, and this provision shall be considered only as a defense for which the burden of proving that it applies to and was reasonably relied upon in a particular case shall be on the person charged with an offense under this chapter. **[Ord. No. 1992-102]**
- G. It shall be unlawful for any parent or guardian to ~~suffer provide or permit their his or her~~ child or ward under the age of 18 years to violate any provisions of this chapter. **[Ord. No. 1992-102]**
- H. It is illegal for the holder of a Class "MA" or "MB" license to sell or otherwise provide to any person any liquor or a key to a container that has liquor in it in a rented room on the premises ~~if any person staying in the room is under 21 years of age except when such person is the spouse or a natural, adopted or foster child of~~ unless the person who is renting the room ~~who must be~~ is 21 years of age or older. These alcoholic beverages may be provided for refreshment purposes only and license holders may not provide in any room enough alcoholic beverages which could cause the persons over 21 years of age who are renting the room to become intoxicated. If there is any doubt whether a registered guest is 21 years of age or older or whether any terms of this license may be violated, the license holder must request identification which will prove that the terms of the license are not being violated. It is illegal for a person under 21 years of age to obtain or to attempt to obtain a key to a refreshment container that has alcoholic beverages in it or to use such a key to obtain any alcoholic beverage from such a container. **[Ord. No. 1992-102]**

§ 6-134 [Ch. 6, Sec. 27] No underage or intoxicated person in licensed premises - exceptions and burden of proof.

- A. It shall be unlawful:
- (1) For any intoxicated person to be or remain in any premises licensed hereunder;
 - (2) For any person under the age of 21 years to enter, to be or remain in any licensed premises

having a Class T (Tavern) liquor license, except that any person under the age of 21 years may be or remain on the premises: [Ord. No. 2013-95; Ord. No. 2014-02]

- (a) If accompanied by their ~~his or her~~ parent(s) or legally appointed guardian; or [Ord. No. 2013-95]
- (b) If legally employed by the license holder of the premises or by an authorized representative thereof as provided in § 6-125 of this chapter and if the person is actively performing his/her duties as a legal employee at the time in question; [Ord. No. 2013-95; Ord. No. 2014-02]
- (3) For any licensee or employee thereof to be or remain on the premises in an intoxicated condition. [Ord. No. 1992-136]

B. It shall be unlawful:

- (1) For any licensee hereunder or the licensee's officer, partner, associate, representative, agent or employee to allow or permit any intoxicated person to be or remain on the licensed premises; [Ord. No. 2013-95; Ord. No. 2014-02]
 - (2) For any licensee holding a Class T (Tavern) liquor license, or the licensee's officer, partner, associate, representative, agent or employee to allow or permit any person under the age of 21 years to be or remain on the licensed premises, except: [Ord. No. 2013-95; Ord. No. 2014-02]
 - (a) If accompanied by their ~~his or her~~ parent(s) or legally appointed guardian; or [Ord. No. 2013-95]
 - (b) If legally employed by the license holder of the premises or by an authorized representative thereof as provided in § 6-125 of this chapter and if the person is actively performing his/her duties as a legal employee at the time in question. [Ord. No. 2013-95]
- C. The Defendant/Respondent in any court or administrative hearing shall have the burden of proving as an affirmative defense the exceptions to the prohibitions of minors in taverns set forth in this section, and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply. [Ord. No. 2013-95; Ord. No. 2014-02]

§ 6-135 [Ch. 6, Sec. 28] Determination of age and identity - falsification - checking as defense - burden of proof.

- A. If a licensee or any officer, associate, member, representative, agent or employee of such licensee believes or has any reason whatsoever to suspect or believe that the sale, gift, delivery or service to a prospective recipient of any alcoholic liquor is prohibited by this chapter because of the age of such person, ~~he/she~~ they shall demand written evidence, and may not rely on oral evidence, of the prospective recipient's age and identity before making such sale, gift, delivery or service.
- (1) Any person from whom such written evidence is demanded shall forthwith display ~~his/her~~ their motor vehicle operator's license, federal selective service card, federal armed forces identification card or other written evidence of age and identity issued by a public officer

in the performance of their ~~his~~ official duties.

- (2) If any such person fails to present such written evidence, ~~he/she~~ they shall be considered to be an under age person who is not entitled to any such alcoholic liquor. However, if such written evidence of age and identity is produced and shows the prospective recipient to be of the age required to purchase such alcoholic liquor and if such a sale, gift, delivery or service of alcoholic liquor is made in reasonable reliance thereon, then the licensee and their ~~his~~-representative shall not be subject to the penalty provisions of this chapter.
 - (3) The burden of proving that a demand of written evidence of the age and identity was made, that such written evidence was shown, the content of the written evidence presented, and the reasonableness of the reliance thereon shall be on the person charged with an offense under this chapter. **[Ord. No. 1992-102]**
- B. It shall be unlawful for any person whomsoever to present or offer to any licensee or to any officer, associate, member, representative, agent or employee of a licensee or to any other person any written, printed or photostatic evidence of age and identity which is false, fraudulent or not actually their ~~his or her~~ own for the purpose of ordering, purchasing, attempting to purchase or otherwise procuring or attempting to procure the serving of any alcoholic beverage in violation of § 6-133 of this Ordinance or for the purpose of gaining entry into any licensed premises where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises in violation of § 6-134A(2) of this Ordinance.
- C. It shall also be unlawful for any person to sell, give, or furnish any person under the age of 21 years any false or fraudulent written, printed or photostatic evidence of the age and identity of such person or to sell, give, or furnish any person under the age of 21 years evidence of the age and identification of any other person. **[Ord. No. 1992-136]**

§ 6-136 [Ch. 6, Sec. 29] Alcohol education training requirements.

- A. It shall be unlawful to sell, offer for sale or serve alcoholic liquor unless a minimum of one person employed by the licensee is present on the premises who has successfully completed a Beverage Alcohol Sellers and Servers Education and Training (BASSET) course approved by the State of Illinois or another alcohol education and training course approved by the Bloomington Liquor Commission. Copies of certificates showing successful completion of said training shall be kept on the premises at all times and shall be made immediately available upon request by any law enforcement officer or Liquor Commissioner. For secondary and catering licenses, the premises shall be construed as the area where alcohol is being sold, poured or served.
- B. All holders of any class of liquor license within the City of Bloomington shall require the general manager of the business to successfully complete a BASSET or other alcohol education and training course approved by the Bloomington Liquor Commission. A copy of the certificate showing successful completion of said course shall be filed with the City Clerk's office Department upon request and another copy shall be kept on the licensed premises at all times and made immediately available upon request by any law enforcement officer or Liquor Commissioner. All new general managers shall be allowed 60 days from the first date of commencement of work performed to complete the required alcohol education and training course.

- C. Any class T license holder having an establishment with a fire code occupancy of over 100 persons shall be subject to the following requirements:
- (1) At times when eight or fewer employees are working at the establishment, there shall be a minimum of one employee on the premises who has completed BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission;
 - (2) At times when more than eight but fewer than 16 employees are working at the establishment, there shall be a minimum of two employees on the premises who have completed BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission.
 - (3) At times when more than 16 but fewer than 24 employees are working at the establishment, there shall be a minimum of three employees on the premises who have completed BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission.
 - (4) At times when 24 or more employees are working at the establishment, there shall be a minimum of four employees on the premises who have completed a BASSET or another alcohol education and training course approved by the Bloomington Liquor Commission.
- D. Failure to comply with the requirements of this section shall subject the licensee to fines, suspension or revocation of license as provided in § 6-142 of this chapter.
- E. The provisions of this section shall become effective July 1, 2013. [Ord. No. 2013-22]

§ 6-137 [Ch. 6, Sec. 30] No alcoholic liquor in passenger area of automobile with broken seal.
[Ord. No. 1992-102]

No person shall transport, carry, possess or have any alcoholic liquor in the passenger area of any motor vehicle in the City, except in the original package and with the seal unbroken. Any person, firm or ~~entity~~ corporation violating the provisions of this section shall be fined not less than \$50 and not more than \$500 for each offense.

§ 6-138 [Ch. 6, Sec. 31] No gambling or disorderly conduct permitted.
[Ord. No. 1992-102]

No gambling which is illegal under state law shall be permitted and no gambling device which is illegal under state law shall be kept in any premises licensed hereunder. No riotous, disorderly, indecent or offensive conduct of any kind shall be allowed in or about said premises.

§ 6-138.1 [Ch. 6, Sec. 32] Curbside pickup and off-premises delivery.
[Added 9-23-2019 by Ord. No. 2019-73]

- A. No licensee may deliver or serve alcoholic liquor for off-premises consumption outside of the interior of the licensed premises except as provided in this section, except as allowed for drive-up windows as set forth in § 6-127A.
- B. The holder of a Class PA, ~~or~~ PB, or PBP license may assist customers in placing alcoholic liquor inside of their vehicles after the alcoholic liquor has been purchased inside a licensed establishment.
- C. Curbside Pickup. The holder of a Class PA, ~~or~~ PB, or PBP license with a licensed premises

of 10,000 square feet or more may allow online or telephone purchases of alcoholic liquor and curbside pickup of those purchases if all of the following requirements are met:

- (1) The licensee has registered its curbside pickup service with the City in the form and manner required by the City Clerk.
- (2) The licensee's employee or agent making the curbside delivery has completed all BASSET training required for making deliveries of alcoholic liquor under the Liquor Control Act of 1934.
- (3) The licensee's employee or agent making the curbside delivery is at least 21 years of age.
- (4) The licensee may not take an online or telephone order for alcoholic liquor from any person that the licensee reasonably knows or should know to be less than 21 years of age. The licensee must have reasonable processes in place to ensure that persons under the age of 21 are not allowed to place online or telephone orders for alcoholic liquor.
- (5) The licensee's employee or agent making the curbside delivery must verify that the person to whom the delivery is made is 21 years or older.
- (6) Curbside delivery may not be made to any person who is intoxicated. Curbside delivery may not be made to a vehicle if any occupant of that vehicle is intoxicated.
- (7) The curbside delivery must occur on the licensed premises. It may not occur on any public right-of-way.
- (8) The curbside delivery may not occur outside of the hours where the sale of alcoholic liquor is authorized for a Class PA, ~~or~~ PB, or PBP license.

D. Delivery. The holder of a Class PA, ~~or~~ PB, or PBP license with a licensed premises of 10,000 square feet or more may allow online or telephone purchases of alcoholic liquor and delivery of those purchases if all of the following requirements are met:

- (1) The licensee has registered its delivery service with the City in the form and manner required by the City Clerk.
- (2) The licensee's employee or agent making the delivery has completed all BASSET training required for making deliveries of alcoholic liquor under the Liquor Control Act of 1934.
- (3) The licensee's employee or agent making the delivery is at least 21 years of age.
- (4) The licensee may not take an online or telephone order for alcoholic liquor from any person that the licensee reasonably knows or should know to be less than 21 years of age. The licensee must have reasonable processes in place to ensure that persons under the age of 21 are not allowed to place online or telephone orders for alcoholic liquor.
- (5) The licensee's employee or agent making the delivery must verify that the person to whom the delivery is made is 21 years or older. The employee agent making the delivery must require identification, proof of age and the signature of the individual to whom delivery is made. The licensee must maintain a record of all deliveries, which must include the name of the delivery driver, name of the purchaser, the address where delivery was made,

the name, date of birth, and signature of the person to whom delivery was made, and a list of all alcoholic liquor items delivered. The licensee must retain the delivery record for at least six months and must make the record available for examination and copying immediately upon request by the City of Bloomington Police Department or the Local Liquor Commissioner.

- (6) Delivery may not be made to any person who is intoxicated.
- (7) The delivery may not occur outside of the hours where the sale of alcoholic liquor is authorized for a Class PA, or PB, or PBP license in the City of Bloomington.
- E. Any violation of this section is a violation of the conditions of the licensee's Class PA, or PB, or PBP license. In addition to any other fine, penalty, revocation or suspension, the Local Liquor Commissioner may suspend or revoke the licensee's authority to provide curbside pickup or off-premises delivery. Any such revocation or suspension must be made in accordance with the provisions of this chapter pertaining to license revocation or suspension.
- F. A retailer that is licensed by the Town of Normal to sell and deliver alcoholic liquor may make deliveries to locations in the City of Bloomington if the retailer meets all requirements of Subsection D of this section, with the exception of the requirement that the retailer must hold a Class PA, or PB, or PBP liquor license; instead, the retailer must hold a Normal license that permits sale of packaged alcohol for consumption off - premises. The delivery under this Subsection F may occur if the Town of Normal has adopted regulations to provide that a violation of Subsection D of this section is a violation of the retailer's license.
- G. If the Town of Normal has adopted regulations to allow the delivery of alcoholic liquor by licensees of the City of Bloomington to locations in the Town of Normal, then it is a violation of the licensee's Class PA, or PB, or PBP license if the licensee makes a delivery to a location in the Town of Normal in contravention of any regulation of the Town of Normal regarding delivery.
- H. The restrictions of Subsection D do not apply to alcoholic liquor that is shipped through the U.S. Mail or any interstate freight shipping company.
- I. Through December 31, 2021, the Mayor is authorized to approve extension of premises requests, including allowing consumption of alcoholic liquor on a City right-of-way or property, related to the City's outdoor dining regulations and/or orders where such are not inconsistent with state law. [Added 6-28-2021 by Ord. No. 2021-52]
- J. Through December 31, 2021, separate and apart from the provisions of this section, the Mayor may allow curbside pickup and off-premises delivery of alcoholic liquor, including "to go" mixed drinks/cocktails and single servings of wine, by executive order as authorized by state law. The executive order issued by the Mayor may be inconsistent with the provisions of this section. [Added 6-28-2021 by Ord. No. 2021-52]

§ 6-139 [Ch. 6, Sec. 33] Entertainment.

The following types of entertainment are prohibited in establishments holding liquor licenses:

- A. Card games, dice games, or any other game that may encourage gambling that is illegal

under state law. [Ord. No. 1997-58]

B. Conduct that exposes the following to public view:

- (1) Human genitals and pubic regions;
- (2) Human buttocks, perineum and anal region;
- (3) Human female breast below a point immediately above the areola;
- (4) Human male genitals in a discernible turgid state, even if completely and opaquely covered;
- (5) Acts of human masturbation, sexual intercourse, sodomy, bestiality, oral copulation, flagellation, or any other sexual acts prohibited by law;
- (6) Fondling, touching, or caressing human genitals, pubic regions, buttocks and/or female breasts. [Ord. No. 1997-58]

~~C. Dancing, except in licensed premises holding a current license, for dance purposes issued under Chapter 7, Article XII, of the Bloomington City Code. Pool, bowling, billiards, shuffleboard, display of television or music entertainment is permitted. [Ord. No. 1997-58]~~

§ 6-140 [Ch. 6, Sec. 34] Access from licensee's premises to dwelling quarters.

[Ord. No. 1992-102]

Except in the case of hotels, and clubs, and assisted living facilities, no alcoholic liquor shall be sold at retail upon the premises which has any access which leads from such premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public. This provision shall not prevent any connection between such premises and such other portion of the building or structures which is used only by the licensee, theirhis family, and personal guests.

§ 6-141 [Ch. 6, Sec. 36] Local Liquor Control Commissioner - designated; enforcement of state law, ordinances, etc.

[Ord. No. 1992-102]

The Mayor of the City shall be the local Liquor Control Commissioner and shall be charged with the administration of the appropriate provisions of the Illinois Liquor Control Act, of this chapter, and of such Ordinances, Resolutions, and rules and regulations relating to alcoholic liquor as hereafter may be adopted.

§ 6-142 [Ch. 6, Sec. 37] Same - powers and duties generally.

The local Liquor Control Commissioner shall have the following powers and duties:

- A. Recommend the granting, fining, suspending or revoking. To recommend to the City Council the creating and granting of licenses and to fine licensees and/or to suspend or revoke for cause all licenses created under this chapter for premises within the local Liquor Control Commissioner's jurisdiction. [Ord. No. 1992-102]
- B. Right of entry.
 - (1) To enter any time into any premises licensed hereunder to determine whether any of the provisions of the Illinois Liquor Control Act or of this Code or any other laws or of any

rules and/or regulations adopted by the Commissioner or by the State Commission have been or are being followed or violated by any person. This authorization provision also applies to law enforcement officers and any member of the Liquor Commission.

- (2) It shall be the responsibility and duty of any license holder and of any employee, agent or other representative of a license holder to enable and permit the Liquor Commissioner, any member of the Liquor Commission and any law enforcement officer to enter a licensed establishment at any time before or after the closing time and the failure to do so shall be a violation of this Code. **[Ord. No. 1992-102]**
- C. Exercise powers, etc. Granted Under State Law, Etc. To exercise all the powers, functions and duties which now or hereafter may be granted to them ~~him~~ by the Illinois Liquor Control Act regulations of the Illinois State Liquor Control Commission, or by this chapter. **[Ord. No. 1992-102]**
- D. Liquor Commission. The local Liquor Commissioner may appoint one or more persons to the Bloomington Liquor Commission to assist them ~~him~~ and such person(s) shall have any and all of the authority the Commissioner has in the exercise of the powers and the performance of the duties provided for the local Liquor Control Commissioner. **[Ord. No. 1982-102]**
- E. Fine and/or suspension or revocation of license. To fine any licensee and/or to suspend or revoke any license(s) issued under this chapter for any of the following reasons:
 - (1) That the licensee has violated any of the laws of the United States relating to the sale of alcoholic liquor or any of the provisions of the Illinois Liquor Control Act, of this chapter, or any applicable rules and regulations adopted by the local Liquor Control Commissioner or by the State Commission.
 - (2) The willful making of any false statement as to a material fact in the application for such license or in any change of ownership application or request or affidavit for the renewal of any license. Making a false statement shall include not making a complete statement of all relevant facts which relate to the situation.
 - (3) The permitting of any violation of state law or Bloomington City Code by any person upon the licensed premises.
 - (4) Failure to use and maintain the licensed premises in compliance with all codes and regulations pertaining to health and safety applicable within the City of Bloomington, including but not limited to Building, Plumbing, Electrical and Fire Codes, Zoning Ordinances, McLean County Health Ordinances, and all regulations and orders of the McLean County Health Department.
 - (5) The refusal of any licensee to testify under oath to all relevant and material questions propounded to them ~~him~~ at any hearing conducted by the local Liquor Control Commissioner.
 - (6) Suspension or revocation of the license of the licensee by the State Commission.
 - (7) Payment by the licensee of the special federal tax imposed under Section 4411 (Wagering)

or Section 4461 (Coin Operated Gaming Devices) of the Internal Revenue Code of 1954, as amended.

- (8) Maintaining or operating a dram shop on any premises registered as a place of business where activities are carried on which make the person or persons carrying on such activities subject to the special federal tax on wagering. (Section 4411 of said Internal Revenue Code).
- (9) Having on the premises where the licensee carries on their ~~his~~ business any coin-operated gaming device subject to the special federal tax imposed under Section 4461 of said Internal Revenue Code, whether or not said tax is paid.
- (10) Permitting any gambling device or equipment to be located on the licensed premises, except for devices and equipment licensed and operated in accordance with the Video Gaming Act, 230 ILCS 440/1, et seq. **[Ord. No. 2012-50]**
- (11) Failure to adhere to any changes or requirements imposed as a condition of being issued by the City Council pursuant to § 6-107 or by the Liquor Commissioner pursuant to [Sec. 4D] of this chapter. **[Ord. No. 1992-102]**
- (12) Failure to pay any food and beverage, package liquor, hotel, utility or other taxes due to the City of Bloomington. **[Ord. No. 2018-05]**

F. Conditions on license. The Liquor Commission may require changes in the licensee's operations in addition to or in lieu of assessing a fine and/or suspending a license for any of the reasons stated in § 6-142E. Such changes may include, but are not limited to:

- (1) Restricting the hours of sale;
- (2) Adding exterior lighting;
- (3) Erecting fencing;
- (4) Patrolling the premises;
- (5) Restricting the sale of single serving sizes of all types or a particular type of alcohol for consumption off of the premises;
- (6) Requiring employee training;
- (7) Establishing a minimum number of employees;
- (8) Limiting the number and/or location of signs. **[Ord. No. 2004-2]**

G. Fines.

- (1) Each fine imposed hereunder may not be less than \$250 nor more than \$3,500. A separate fine may be imposed for each violation and each day that the activity of a violation occurs or continues shall be a separate violation for which a separate fine may be assessed.
- (2) Fines shall be payable in the manner indicated in any Order which results from a hearing

or as the Liquor Commissioner may otherwise specify in writing and the failure to pay any part of a fine as so indicated or specified may result in the license being similarly suspended or revoked by the Liquor Commissioner. The licensee may request a hearing on such action but pending a hearing and a decision thereon by the Liquor Commissioner, the license shall remain suspended or revoked. It shall be the duty of each licensee who makes a fine payment as indicated or specified to request a hearing at the earliest possible time to explain the situation and request that license(s) not be suspended or revoked as provided for herein or for any other reason. Any fine may be collected in court. **[Ord. No. 2004-2]**

H. Examination of applicants, licensees and records.

- (1) To examine or cause to be examined under oath any applicant or any representative of an applicant for a local license or for a renewal thereof or any licensee (see Subsection G) and to hear testimony and take proof of any witness or person having information about the issues being considered and to consider any other relevant evidence and for such purposes to issue subpoenas which shall be effective in any part of the State.
 - (2) Each licensee involved in a hearing for a possible violation of this Code or other law(s) shall provide to the Liquor Commissioner at their ~~his~~ request a copy of the income statement and/or any other requested financial statement of the involved establishment for a reasonable period of the past of not less than one year and the failure to do so shall be a violation of this Code. This provision is not intended to be a limitation of the authority of the Liquor Commissioner under Chapter 43, Illinois Revised Statutes (See Ch. 43, Sec. 126a). **[Ord. No. 1982-90]**
- I. Investigation of complaints, etc. To receive the complaint of any resident of the City and to investigate upon such complaint or to investigate upon their ~~his~~ own initiative any alleged action of any law of the United States relating to the sale of alcoholic liquor or any of the provisions of the Illinois Liquor Control Act or of this Code, or any applicable rules and regulations adopted by the local Liquor Control Commissioner or by the State Commission. **[Ord. No. 1992-102]**
- J. Rules and regulations. To make, promulgate, alter, amend, repeal, and enforce such reasonable rules and regulations relating to the administration and enforcement of the provisions of this chapter as may be deemed by them ~~him~~ to be desirable. **[Ord. No. 1992-102]**
- K. Ordering the License Classification of any establishment to be changed upon application as provided in § 6-109 of this chapter or upon their ~~his~~ own initiative if they ~~he~~ finds, after hearing evidence, that an establishment fails to qualify for the license it holds. **[Ord. No. 1992-102]**
- L. To issue temporary emergency orders regulating, restricting or prohibiting the sale of alcoholic liquor in all or a part of the City of Bloomington whenever an emergency exists or is reasonably anticipated. Prior to issuing an emergency order, the Liquor Commissioner shall execute a finding describing the nature and extent of the emergency or the reasonably anticipated emergency. Any emergency order issued pursuant to such finding shall be reasonably related to the protection of persons from injury, the protection of property from damage or destruction, the promotion of temperance in the consumption

of alcoholic liquor, or otherwise rationally related to the promotion of the health, safety and welfare of the citizens of Bloomington. Emergency orders shall be effective from the time of issuance for a period not to exceed 48 hours. The order shall be publicly disseminated, delivered to affected licensees, and filed with the City Clerk. No person shall disobey an emergency order. [Added 3-28-2011 by Ord. No. 2011-16]

§ 6-143 [Ch. 6, Sec. 38] Same - hearings.

[Ord. No. 1992-102]

- A. For the purpose of administering and enforcing the provisions of this chapter, and proposing amendments thereto to the City Council, the local Liquor Control Commissioner may, at their in his discretion, hold public hearings at any time within the City concerning any matters embraced or which may be embraced within this chapter.
- B. Hearings conducted for the purpose of administering and/or enforcing the provisions of this chapter shall be conducted by the Liquor Commissioner or by a hearing officer designated by said Commissioner.

§ 6-144 [Ch. 6, Sec. 38A] Record of hearings - costs.

- A. A certified court reporter shall at the public hearing take the complete record of all evidence, testimony and comments and, upon notification by the Commission, shall prepare a certified official record of the proceedings suitable for filing with the State Liquor Control Commission and that all reviews of the proceedings of the Commission be on the record. The cost of taking the certified official record of the proceedings shall be shared equally between the Commission and the licensee, with payment of the licensee's share to be made to the City of Bloomington at or before the time the Order of the Commission becomes effective. [Ord. No. 2010-29]
- B. Each licensee who is appealing an Order which results from a hearing shall pay 1/2, or an equal amount with the City and multiple appealing respondents, of any certified court or certified shorthand reporter's fee for the original transcription of the hearing record for the appeal. Each licensee shall make this payment to the City within seven days after the transcribed record is sent to the appellate commission or court as part of the appeal. If any additional transcripts are requested from the reporter or obtained by the Liquor Commission, any party to the hearing or any other person(s), each shall pay the reporter's fee for each transcript or copy of the record which is requested or otherwise obtained.
- C. If a City employee transcribes the record of a hearing from a tape recording of the hearing or otherwise, the fee therefor shall be computed at the same rate as the prevailing rate for the transcription of records by a certified court or certified shorthand reporter and shall be paid in the same proportionate amount and manner as indicated herein for such transcripts. The computation of the amount and the payment of these fees shall not be affected by problems associated with the recording system other than as the number of pages may be reduced as a result thereof. [Ord. No. 1992-102]

§ 6-145 [Ch. 6, Sec. 39] Mayor - Liquor Control Commissioner.

[Ord. No. 1992-102]

Wherever in this chapter the term "Mayor" is used, the same rights, privileges, and duties shall apply to the Liquor Control Commissioner of the City.

§ 6-146 [Ch. 6, Sec. 40] Investigation expense.

[Ord. No. 1992-102]

The Liquor Control Commissioner of the City shall be permitted to expend, not to exceed, \$1,000 annually in the performance of their ~~his~~ duties under this Ordinance.

§ 6-147 [Ch. 6, Sec. 41] Mayor may close by proclamation - penalty.

[Ord. No. 1992-102]

In all cases where, in the opinion of the Mayor or City Council, the public peace is likely to be endangered by the keeping open of such places where intoxicating liquor is sold at retail, it shall be lawful for the Mayor to issue their ~~his~~ proclamation under the seal of the City, commanding and enjoining all persons so licensed by said City, and their servants and agents, to close such places of business for such time as the said Mayor or City Council may deem necessary and neither to sell, give away, or suffer to be drunk any of said liquors in or about their premises during the time mentioned in said proclamation; and if any person shall disobey said proclamation by keeping open such place of business, or by selling, giving away, or suffering to be drunk in or about their ~~his~~ premises any of said liquors, they ~~he or she~~ shall forfeit and pay the sum of ~~\$400~~ \$1,000.

§ 6-148 [Ch. 6, Sec. 42] Abatement of place used in violation.

[Ord. No. 1992-102]

Every lot, parcel, or tract of land, and every building, structure, establishment or place whatsoever, together with all furniture, fixtures, ornament and machinery located therein, wherein there shall be conducted any unlawful sale of any alcoholic liquor or in any other manner used in violation of any of the provisions of this article is hereby declared to be a public nuisance and shall be abated as provided by the laws of this State for the abatement of public nuisances.

§ 6-149 [Ch. 6, Sec. 43] Adoption of state law.

[Ord. No. 1992-102]

All of the provisions of the Illinois Liquor Control Act and of the rules and regulations issued by the Illinois Liquor Control Commission which are or may hereafter be in force, which are applicable to the City, are hereby incorporated into and declared to be a part of this chapter the same as if they were expressly set forth herein.

§ 6-150 [Ch. 6, Sec. 44] Evidence - accountability - witnesses.

- A. In all prosecutions under this chapter it shall not be necessary to state the kind of liquor sold, nor to describe the place where sold, nor to show the knowledge of the principal to convict them ~~him~~ for the acts of any agent or servant.
- B. Every act or admission of any nature constituting a violation of any of the provisions of this act by any officer, director, manager, agent or employee of any licensee shall be deemed and held to be the act of such licensee and said licensee shall be punishable in the same manner as if such acts or admissions had been done or admitted by them ~~him~~ personally. In all cases, persons to whom intoxicating liquors shall be sold in violation of the provisions of this chapter shall be competent witnesses. **[Ord. No. 1992-102]**

§ 6-151 [Ch. 6, Sec. 45] Penalty.

[Ord. No. 1992-102]

Any person, firm or ~~entity~~corporation violating any provision of this chapter shall, unless otherwise provided in this chapter, be fined not less than \$250 nor more than \$2,000 for each offense; and a separate offense shall be deemed to have occurred on each day during or on which a violation occurs or continues.

§ 6-152 [Ch. 6, Sec. 46] Severability.

[Ord. No. 1992-102]

Each section, paragraph, sentence, clause and provision of this Ordinance is separate and if any provision is held unconstitutional or invalid for any reason, such holding shall not affect the remainder of this Ordinance or any part thereof.

EXHIBIT B

Chapter 11

~~Business Licenses, Registration and Regulations~~

Article I

~~Window Cleaning Business~~

~~§ 11-101 [Ch. 11, Sec. 1] License required definition.~~

~~It shall be unlawful for any person, firm, or corporation to conduct or carry on the business of window cleaning without first having obtained a license as hereinafter provided. For the purpose of this Ordinance the business of window cleaning hereby is defined as one in which the principal occupation of the person or their employees is contracting or engaging for hire, otherwise than as employees of the persons contracting with or hiring them, in the work of washing windows in any building or buildings that shall immediately adjoin a public street, alley or other public place and have windows that face thereon.~~

~~§ 11-102 [Ch. 11, Sec. 2] Application bond.~~

~~Any person, firm, or corporation desiring to carry on the business of window cleaning shall file with the City Manager an application in writing, giving the name of the person, corporation or partnership applying for said license, and if a partnership, the names of each individual partner, the location of the principal place of business in said City, the number of persons engaged or employed in the work, and such other information as the City Manager may require. Such applicant also shall execute and enter into the bond hereinafter provided for and pay the fee herein prescribed, before any such license shall issue, to the Director of Finance.~~

~~§ 11-103 [Ch. 11, Sec. 3] License fee.~~

[Ord. No. 2018-89]

~~The annual license fee shall be as set forth in the Schedule of Fees, and upon payment of the proper fee, and the execution of the bond hereinafter provided for, the City Manager may issue, or cause to be issued, the license herein required. Every such license shall expire on the 31st day of December following the date of its issuance, and may be issued for an unexpired portion of a year upon payment of a sum bearing the same ratio to the sum required for the whole year as the remaining number of quarters and parts thereof of the term for which the license is granted, inclusive of quarter in which application is made bears to the whole number of quarters in the year. Said license may be revoked by the City Manager for cause at any time, and by the acceptance of said license the applicant agrees and contracts that said license may be so revoked by the City Manager. Said license shall state upon its face the number of persons permitted to engage in said business.~~

~~§ 11-104 [Ch. 11, Sec. 4] Bond.~~

[Ord. No. 1974-124]

~~Before such license shall be issued, the applicant shall execute and file with the City Clerk a bond, with a corporate surety to be approved by the Corporation Counsel in the penal sum of \$1,000 conditioned to indemnify, save and keep harmless the City of Bloomington from any and all loss, damage, cost, expense or liability of any kind whatsoever which said City may suffer or be put to, or which may be recovered from it, from or by reason of the issuance of such license, or from or by reason of any act or thing done or neglected to be done by the licensee or any of his employees under or by virtue of such licensee or his~~

~~employees to observe and comply with the Ordinances of the City relating to window cleaning.~~

~~§ 11-105 [Ch. 11, Sec. 5] Safety device to be provided.~~

~~Every person, firm or corporation licensed to conduct or carry on the business of window cleaning shall supply each person actually engaged in the work of washing windows with a safety device approved by the Chief of the Fire Department, consisting of a belt and rope with terminals so designed that they shall fit in and become part of the safety devices on windows for which they are to be used.~~

~~§ 11-106 [Ch. 11, Sec. 6] Use of appliances.~~

~~It shall be unlawful for any person who shall be connected with the licensee hereunder and actually engaged in the work of washing windows to use any appliance of a loose nature which is not attached to his person while at work, except a sponge, a squeegee, brush and rag, or other devices which are of light weight, and it shall be unlawful to place any receptacle for water on the outer edge of any window unless such receptacle is firmly hooked to the belt or safety device on the window frame.~~

~~§ 11-107 [Ch. 11, Sec. 7] Changes which affect bond, must be reported and approved.~~

~~If after the issuance of a license hereunder the place of business of the licensee shall be changed, or there shall be any change in the business which affects the bond filed hereunder, such facts shall at once be reported to the City Manager, and the license so granted shall not be operative until the change so made has been approved by the City Manager and a note to that effect endorsed on the license. In case the number of employees of the licensee is increased after the issuance of the license, such fact shall be reported to the City Manager before such additional employees commence work, and an additional license fee shall be paid according to the terms of this Ordinance.~~

~~§ 11-108 [Ch. 11, Sec. 8] License nontransferable.~~

~~No license granted hereunder shall be assigned or transferred by or to any person, firm or corporation.~~

~~§ 11-109 [Ch. 11, Sec. 9] Penalty.~~

~~Any person, firm or corporation violating or failing to comply with any of the provisions of this chapter, shall be fined not less than \$10, nor more than \$100 for each offense, and each day that the violation shall continue shall be deemed to constitute a distinct and separate offense.~~

~~Article II~~

~~Coin-Operated Dry Cleaning Equipment~~

~~§ 11-201 [Ch. 11, Sec. 10] License required - definitions.~~

~~It shall be unlawful for any person, firm or corporation to conduct or carry on the business of a coin-operated dry cleaning establishment without first having obtained a license as hereinafter provided. For the purpose of this Ordinance, "dry cleaning machine" is defined as any machine having as its purpose the cleaning of clothing and using as a solvent or liquid, any substance other than water. A coin-operated dry cleaning business establishment is defined as any place of business open to the general public having one or more of such dry cleaning machines in use with a coin-operated device attached.~~

~~§ 11-202 [Ch. 11, Sec. 11] Application and license fee.~~

~~[Ord. No. 2018-89]~~

~~Any person, firm or corporation desiring to carry on the business of coin-operated dry cleaning establishments shall file with the City Manager, an application in writing giving the name of the person, corporation or partnership applying for said license and if a partnership, the names of each individual partner, the location of the proposed place of business in said City and such other information as the City Manager may require. The annual license fee shall be as set forth in the Schedule of Fees per year for each machine used in the operation of the business. Such license shall expire on the 31st day of December following the date of its issuance and may be issued for an unexpired quarter of the year upon payment of a sum prorated on the basis of the number of quarters or parts thereof remaining in the year. Said license may be revoked by the City Manager at any time for cause and by the acceptance of said license, the applicant agrees and contracts that said license may be so revoked by the City Manager.~~

~~§ 11-203 [Ch. 11, Sec. 12] License nontransferable.~~

~~No license granted hereunder shall be assigned or transferred by or to any person, firm or corporation.~~

~~§ 11-204 [Ch. 11, Sec. 13] Bond required of licensee.~~

~~[Ord. No. 1974-124]~~

~~A prerequisite to issuing a license herein shall be the filing of a bond in the penal sum of \$3,000 payable to the City of Bloomington or any party in interest, conditioned upon the faithful adherence to all provisions of this Ordinance as to operation and installation of equipment and as security for the payment of any penalties for the violation thereof.~~

~~§ 11-205 [Ch. 11, Sec. 14] Penalty.~~

~~Any person, firm or corporation violating or failing to comply with any of the provisions of this chapter, shall be fined not less than \$10, nor more than \$100 for each offense, and each day that the violation shall continue shall be deemed to constitute a distinct and separate offense.~~

~~§ 11-206 [Ch. 11, Sec. 15] Equipment.~~

~~No equipment shall be operated unless the same shall meet the following minimum requirements:~~

- ~~A. The machines shall be completely enclosed by a cabinet. The cabinet shall be provided with vents at or near its bottom and connected to exhaust ventilation adequate to prevent the escape of vapor to the surrounding atmosphere. The exhaust vent connection shall be located at or near the top of the cabinet.~~
- ~~B. The cleaning equipment must be provided with an exhaust system capable of maintaining a minimum of 100 feet per minute face velocity through the loading door whenever the door is open. The duct work connections from this system must be sealed (soldered or taped) and the discharge stack extended to outside of the building to a point sufficiently distant above the roof line and sufficiently distant from any intake ventilation to avoid recirculation.~~
- ~~C. An interlock system must be provided on the machine to prevent the loading door from~~

~~being opened during the normal cycle. This system may be either electrical and/or mechanical and so connected that in the event of a power failure the machine fails safe. A system depending upon air pressure is not considered satisfactory due to the possibility of accidental loss of pressure.~~

- ~~D. The cleaning cycle controls shall be such that there will be no odor of solvent or solvent vapor in the material being cleaned when it is removed from the machine at the end of the cycle. This will require temperature or vapor sensitive controls.~~
- ~~E. The machines shall be equipped with transparent doors or ports to allow visual inspection and determination of the status of the cleaning cycle.~~
- ~~F. If the machine is connected to a potable water supply it shall be equipped with an air gap or properly installed vacuum breaker in the water supply line upstream from the condenser. There shall be no control valves downstream from the vacuum breaker. The wastewater shall discharge through an air gap.~~
- ~~G. The entire cycle shall be self-contained and completed in one machine.~~

~~§ 11-207 [Ch. 11, Sec. 16] Installation.~~

~~Installation of any equipment from and after the effective date of this Ordinance shall comply with the following minimum requirements:~~

- ~~A. The equipment shall be installed such that only the front of the machine shall be exposed in the customer area. The working or maintenance portion of the equipment should be separated from the front of the machine by a partition. As a means of minimizing any solvent buildup in the customer area and also to control any minor solvent leakage, it is required that the manufacturer's specifications be complied with as to minimum flow rate from the customer area through the partition and also shall be followed as to minimum fresh air intakes, grille area, and other details essential to the adequate ventilation of the customer area.~~
- ~~B. A satisfactory means of preventing liquid leaks from escaping the enclosure must be provided. This should include some method of "diking" the floor of the enclosure or machine base to hold a liquid volume equal to the maximum quantity of solvent which might possibly escape from the system. Some means must be provided for draining solvent in the event of a leak and containment. This can be done by gravity flow with the solvent transferred to a standby holding tank. This tank shall be vented to the outside, or in lieu of the diking herein defined, the integral pan and piping system is satisfactory provided that the piping system is connected to a properly sized and vented holding tank as described above.~~
- ~~C. Equipment shall not be installed in a building occupied as dwelling place.~~
- ~~D. All exhausts for the machines and the area occupied by the machines shall have a separate duct system and discharge to the outside with minimum requirements as set forth for room ventilation.~~

~~§ 11-208 [Ch. 11, Sec. 17] Operation.~~

~~No machines may be operated without meeting the following minimum requirements:~~

- ~~A. No machine may be operated at any time unless there is a fully qualified attendant or operator employed by the licensee on duty.~~
- ~~B. Complete operating instructions shall be posted near the machines. These instructions shall include a warning to the effect that garments or materials bearing the odor of the solvent are dangerous if enclosed in an automobile or other tightly enclosed place.~~
- ~~C. Warning signs shall be posted requesting evacuation of the establishment in the presence of noticeable vapor odor or in presence of such symptoms as irritation of the eyes, nose, or throat, lacrimation, or dizziness, and shall be enforced.~~

~~§ 11-209 [Ch. 11, Sec. 18] Servicing.~~

~~No machines may be serviced by the licensee, his agent, or service man without complying with the following.~~

- ~~A. Servicing of the machines shall be done only during operation of all the exhaust ventilation required herein.~~
- ~~B. The solvent shall be stored in closed containers, and should be transferred from the containers in a line free of leaks. All storage facilities for solvent, external from the equipment, must be adequately and properly labeled.~~
- ~~C. Filter residue and other residues containing solvent shall be disposed of so as not to create a health hazard or nuisance. A covered metal container should be used for temporary storage outside the building.~~
- ~~D. Respiratory protective equipment shall be provided for maintenance personnel and must be kept in good repair and available for immediate use. Chemical cartridge respirators are approved for light solvent concentrations and the wearer should replace the cartridges immediately upon noting odor.~~
- ~~E. Safety goggles, rubber gloves, and rubber safety apron shall be provided for the use of the service personnel.~~

Article III

Asphaltic Concrete Plants

~~§ 11-301 [Ch. 11, Sec. 21] Permit.~~

~~[Ord. No. 1982-63]~~

~~No person, firm, or entity of any kind or description shall operate an asphaltic concrete plant within the corporate limits of the City of Bloomington without a permit therefor issued from the Director of Building Safety of the City of Bloomington.~~

~~§ 11-302 [Ch. 11, Sec. 22] Application procedure.~~

~~[Ord. No. 1982-63]~~

~~Applications for a license shall be made upon forms supplied by the City Clerk's Office and shall be accompanied by the first year's license fee. If the Director of Building Safety determines that the plant meets the air and water pollution regulations issued pursuant to the Environmental Protection Act and meets the requirements of Bloomington City Code Chapter 44 for a special use permit, then he shall issue a license which will permit the operation of said plant for the remainder of that calendar year; otherwise, except as~~

~~provided in § 11-306 below, he shall refuse to issue said license.~~

~~§ 11-303 [Ch. 11, Sec. 23] Fees.~~

~~[Ord. No. 2018-89]~~

~~The license fee shall be as set forth in the Schedule of Fees for each calendar year or part thereof and shall be nonrefundable and shall be prorated, plus reimbursement of the City for costs incurred in determining whether such plant meets the technical standards for licensing.~~

~~§ 11-304 [Ch. 11, Sec. 24] Standards of operation -- infection.~~

- ~~A. Each asphaltic concrete plant licensed hereunder shall be operated in conformity with air and water pollution regulations issued pursuant to the Environmental Protection Act and the requirements of Bloomington City Code Chapter 44, Section 7.30(k).~~
- ~~B. It shall be the duty and responsibility of any asphaltic concrete plant annually to cause such asphaltic concrete plant to be inspected either by the Environmental Protection Agency of the State of Illinois or a reputable Engineer or Mechanic acceptable to the Director of Building Safety engaged in or holding himself or the business concern by which he is employed to be a specialist in the construction maintenance and repair of asphaltic concrete plants, such inspection to be made to determine if the asphaltic concrete plant meets the requirements of this article. A written report of inspection stating that the same does comply with said requirements shall be submitted to the Director of Building Safety of the City on or before renewal of said license each year. If the result of such inspection or tests shall show any asphaltic concrete plant not to be operating in compliance with said standards, the inspection shall so state and the Director of Building Safety shall suspend or refuse to renew a license for said plant until such alterations are made as to render said plant in compliance with the standards of this article.~~
- ~~C. The Director of Building Safety upon receipt of an inspection report and within 10 days thereafter shall issue a renewal license or state in writing his objections to said renewal on the basis of the inspection report. [Ord. No. 1982-63]~~

~~§ 11-305 [Ch. 11, Sec. 25] Revocation-suspension.~~

~~[Ord. No. 1982-63]~~

~~The Director of Building Safety shall be and he is hereby authorized and directed to revoke or suspend the license of any asphaltic concrete plant if he determines that the standards of this article have not been or are not being complied with. Prior to entering any order of suspension or revocation, the Director shall afford the operator of such plant an opportunity to review tile basis for the suspension or revocation and to present evidence at such hearing.~~

~~§ 11-306 [Ch. 11, Sec. 26] Existing plants.~~

~~[Ord. No. 1982-63]~~

~~Any asphaltic concrete plant lawfully existing as of August 22, 1982 shall be issued an initial license by the Director of Building Safety. It shall, however, be operated in accordance with the requirements of this article in order to obtain a renewal license.~~

~~§ 11-307 [Ch. 11, Sec. 27] Violations.~~

~~[Ord. No. 1982-63]~~

~~The penalty for violating any of the provisions of this Ordinance shall be a fine of not less~~

~~than \$50 nor more than \$500 for each offense. A separate offense shall be deemed committed on every day that a violation exists or continues. In addition or instead, operation of asphaltic concrete plants in violation of the requirements of this Ordinance may be enjoined by the Circuit Court of McLean County upon an application to do so by the Legal Department of the City of Bloomington.~~

~~Article IV~~

~~Business Registration~~

~~§ 11-401 [Ch. 11, Sec. 30] Temporary suspension of requirements.~~

~~[Ord. No. 2019-07]~~

~~The City's business registration requirements are temporarily suspended until further action of the City Council.~~

EXHIBIT C

SCHEDULE OF FEES - EFFECTIVE ~~MAY~~ JANUARY 1, 2023 2024

The following fees are applicable for the respective licenses and fees required under “The City Code of the City of Bloomington, Illinois, or as otherwise established by law.
(Reference to related Chapter-Section of the City Code is listed to right of Fee)

ADMINISTRATION (CHAPTER 2)

A. Fees for Certain Services

Fee Schedule:

For Issuing every license:

\$0.50 (2-9)

For transferring each license:

\$0.50 (2-9)

For taking bond on license transfer:

\$0.50 (2-9)

For each deed for real estate issued:

\$2.00 (2-9)

For certified copies of any record: (In addition to \$0.18/page)

\$1.00 (2-9)

B. Disclosure of Public Records

Fee Schedule:

Xerox Copies/Photocopies

Black and White: Documents over fifty-one (51) pages, duplex whenever possible \$0.15
(2-45(b))

Color: (per page)
(2-45.5(b))

Actual Cost of Reproduction

Blueprints:
(2-45.5(b))

Actual Cost of Reproduction

CD:
(2-45.5(b))

Actual Cost of Reproduction

Photographs:

Actual Cost of Reproduction (2-45.5(b))

Flash Drives:

Actual Cost of Reproduction (2-45.5(b))

Voluminous Requests: mount permitted by Freedom of Information Act (2-45.5(b))

C. Board of Fire and Police Commissioners

1. Application for employment (entry level police officer and firefighter) No fee (2-

ADVERTISING SIGN CODE (CHAPTER 3)**A. Sign Contractor's Registration (3-3.2(b))**

- | | |
|--------------------------------|-------|
| 1. Contractor Registration Fee | \$100 |
| 2. Annual Renewal Fee | \$50 |

B. Sign Permit Fees**1. Fee Schedule Based on Estimated Value of Improvements:**

<u>Estimate Cost of Improvement</u>	<u>Fee*</u>	
Less than \$1,000	\$15.00 plus \$0.26 per square foot of sign area	(3-3.10(b))
Between \$1,000 and \$10,000	\$14.00 plus \$8.00 per thousand of estimated cost over \$1,000 plus \$0.26 per square foot of sign area	(3-3.10(b))
Over \$10,000	\$87.00 plus \$5.00 per thousand of estimated cost over \$10,000 plus \$0.26 per square foot of sign area	(3-3.10(b))

* The calculation of the permit fee for any sign shall be based on all faces with a message, except that for double faced sign the fee shall be based on the large face multiplied by 1.5

- | | |
|--|---------------------|
| 2. All portable temporary signs not exempted in the Code | \$20.00 (3-3.10(c)) |
|--|---------------------|

C. Non-electric Portable Signs \$20.00 (3-11.4(a))**D. License Fee (Distribution of handbills, samples, and advertisements) \$50.00 (3-24)****AIR POLLUTION (CHAPTER 4)****A. Inspection and Permit Fees (Fuel Burning Plants/Refuse Burning Equipment) No Fee (4-13)****B. Inspection and Permit Fees (Ventilation) No Fee (4-13)****ALCOHOLIC BEVERAGES (CHAPTER 6)****A. Annual License Fee for Each Class of Licenses:**

- | | |
|--|--------------|
| 1. For calendar year 2021 and thereafter | (6-7B(a)(4)) |
|--|--------------|

(a) CA, EA, RA, ST and TA Class Licenses:	\$2,700.00
--	------------

(b) CB, EB, RB, ST and TB Class Licenses:	\$900.00
(c) GPA and PA Class License:	\$1,300.00
(1) Holder of a CA, EA, RA or TA Class License	\$0.00
(d) GPB and PB Class License:	\$1,000.00
(1) Holder of a CB, EB, RB or TB Class License	\$300.00
(2) Holder of a CA, EA, RA or TA Class License	\$0.00
(e) S Class License:	\$600.00
(1) Holder of a CA and CB Class License	\$0.00
(f) MA Class License:	\$1,300.00
(g) MB Class License	\$850.00
(h) PBP Class License:	\$1,200.00
2. LA, LBNPA, NPB , SA and SB Class Licenses:	(6-7.B(b))
(a) First day License is in effect:	\$100.00
(b) Subsequent days	\$50.00
(c) up to \$500.00 Total	
3. Annual License Fee for W Class License:	\$75.00 \$100 per event (6-7.B(c))
4. SPA and SPB Class Licenses (Per Season):	\$500.00 (6-7.B(d))
B. Miscellaneous Alcoholic Beverage Fees:	
1. Application Fee for Creation of New License	\$400.00 (6-3)
(No Fee: LA, LB, NPA, NPB SA, & SB, W, SPA & SPB)	
(Reduced Fee: W)	\$250.00
2. Printed License Fee:	\$5.00 (6-9)

AMUSEMENTS (CHAPTER 7)

A. Motion Picture Theatres and Theatricals	
1. Annual License Fee - Enclosed Theatres:	\$1.00 per seat (7-3)
2. Annual License Fee - Drive in Theatres:	\$250.00 (7-3)
B. Mechanical Music Devices	
1. Annual Operator's License Fee:	\$210.00 (7-35)
2. Annual License Fee for Each Machine:	\$38.00 (7-36)
C. Automatic Amusement Devices	

1. Annual Operator's License Fee:	\$525.00 (7-55)
2. Annual License Fee for Each Machine:	\$63.00 (7-56)
D. Bowling Alleys and Poolrooms	
1. Annual License Fee - Billiard or Pool Tables:	\$20.00 per every table (7-87)
1. Annual License Fee - Bagatelle Tables:	\$20.00 per every table (7-87)
1. Annual License Fee -Nine or Ten Pin Alleys:	\$26.25 per every alley (7-87)
E. Skating Rinks	
1. Annual License Fee - Skating Rink:	\$200.00 (7-96)
F. Miniature Golf Courses	
1. Annual License Fee - Outdoor Course:	\$125.00 (7-99)
2. Annual License Fee - Indoor Course:	\$350.00 (7-99)
G. Circuses and Carnivals	
1. License Fee - Parade Load/Unload:	\$75.00 (7-103)
H. Shooting Galleries	
1. Annual License Fee - Shooting Gallery:	\$100.00 (7-106)
I. Dancing	
1. Annual License Fee - Public Dance Hall	\$420.00 with prorated fee during the fiscal year with charge of ¼ of total fee for each three (3) months until the succeeding December 31 st (7-110)
J. Video Gaming Licenses	
1. Video Gaming License	\$500.00 per video gaming terminal

ANIMALS AND FOULS (CHAPTER 8)

A. Impoundment	
1. Reclamation of Impounded Animal	\$50.00 (8-53(a)(1))

ANNEXATIONS (CHAPTER 8.5)

A. Annexation Requirements and Procedure	
1. Filing Fee - Annexation Agreement	\$1,000.00 in addition to the cost of Legal Notice publication (8.5-203(a))
2. Fees to be Paid as a Condition of Annexation	
(a) City Annexation Fee per Residential Lot:	\$737.74* (8.5-205(a))
(b) City Annexation Fee per Commercial Square Foot:	\$0.06* (8.5-205(a))

*The fees set forth above are set at the dollar value for November (2018). The fees set forth above shall be automatically increased annually according to the consumer price index for all

urban consumers (CPI-U) as established by the U.S. Department of Labor at the time such fees are paid. In the event of a dispute, the decision of the City Manager as to the proper price index (annually or monthly, seasonally adjusted or not adjusted) shall be final. (See also 17-19(b)).

AUCTIONS AND AUCTIONEERS (CHAPTER 9)

A. Auctioneers

1. Annual License Fee - Auctioneers \$50.00 (9-3)

BUILDING CODE (CHAPTER 10)

A. Building Board of Appeals

1. Application for Appeal \$50.00 (10-23(F)(2))

B. Schedule of Fees

1. Fee Schedule based on estimated value of improvements: (10-109.7)

Table 1

Estimated Cost	Fee
\$0 - \$1,000	\$32.00 minimum
\$1,001 - \$5,000	\$32.00 plus \$.86 per hundred or part thereof of the estimated cost over \$1,000 -- Maximum - \$75.00
\$5,001 - \$10,000	\$75.00 plus \$.58 per hundred or part thereof of the estimated cost over \$5,000 -- Maximum - \$104.00
\$10,001 - \$50,000	\$104.00 plus \$.47 per hundred or part thereof of the estimated cost over \$10,000 -- Maximum - \$292.00
\$50,001 - \$100,000	\$292.00 plus \$.39 per hundred or part thereof of the estimated cost over \$50,000 -- Maximum - \$487.00
\$100,001 - \$500,000	\$487.00 plus \$.31 per hundred or part thereof of the estimated cost over \$100,000 -- Maximum - \$1,727.00
\$500,001 - \$1,000,000	\$1,727.00 plus \$.29 per hundred or part thereof of the estimated cost over \$500,000 -- Maximum - \$3,177.00
\$1,000,001 - \$5,000,000	\$3,177.00 plus \$.25 per hundred or part thereof of the estimated cost over \$1,000,000 -- Maximum - \$13,177.00
\$5,000,001 - \$10,000,000	\$13,177.00 plus \$.22 per hundred or part thereof of the estimated cost over \$5,000,000 -- Maximum - \$24,177.00
\$10,000,001 - \$50,000,000	\$24,177.00 plus \$.17 per hundred or part thereof of the estimated cost over

\$10,000,000 -- Maximum - \$92,177.00

2. Fee Schedule (New one-and two-family homes) (10-109.7(d))
 - (a) Finished Floor Area \$0.15 per gross square foot
 - (b) Finished Basements \$0.15 per gross square foot
 - (c) Unfinished Basements \$0.10 per gross square foot
 - (d) Garages/Carports \$0.10 per gross square foot
 - (e) Building Additions Shall be based on area or cost of work per the Building Permit Fee Schedule. (See Table 1 above)
3. Fee Surcharge (10-109.7(f))
 - (a) Fee Surcharge (Construction without Permit) 100% of regular charge or Fifty Dollars (\$50.00), whichever is greater.
4. Review of Construction Documents/Plans (Other than one-and two-family dwellings) (10-109.7(g))

Table 2

Estimated Costs	New Work Installations, Replacement or Additional/Alteration
\$500 or less	\$20.00 minimum
\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof of estimated cost over \$1,000
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof of estimated cost over \$20,000
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof of estimated cost over \$50,000

- C. Moving Buildings See Fee Schedule Table 1 above, plus \$25.00 (10-109.8)
- D. Demolition of Buildings See Fee Schedule Table 1 above. (10-109.9)
- F. Mechanical Work (HVAC) and Fees

1. Fee Schedule based on estimated cost/value of improvements: (10-109.11)

Table 3

Estimated Costs	New Work Installations, Replacement or Additional/Alteration
\$500 or less	\$20.00 minimum

\$501 - \$1,000	\$30.00 minimum
\$1001 - \$20,000	\$30.00 plus \$2.40 per hundred or part thereof
\$20,001 - \$50,000	\$496.00 plus \$0.42 per hundred or part thereof
\$50,001 and over	\$612.00 plus \$0.24 per hundred or part thereof

* Permits issued to the owner of owner occupied single-family residences shall be charged a permit fee based on the above schedule with a 50% surcharge

2. Commercial Kitchen Hoods Fire Suppression Hoods: (10-109.24)
Commercial Kitchen Hood Fees shall be based on Table 3

G. Contractor Registration

1. Contractor Registration Fee: \$100.00 (10-109.20.3(a))
2. Annual Renewal Fee: \$100.00 (10-109.20.3(a))
3. Forfeited License: Annual Renewal Fee plus \$25.00 per month or portion of a month that delinquency has continued (10-109.20.3(b))
4. Renewal Late Fee \$50.00

H. Manufactured Home Park Fees

1. Manufactured Home Permit Fees (10-109.21)
 - (a) Multi-Purpose Permit: (See Table 1 above)
 - (b) HVAC Permit: (See Table 3 above)
 - (c) Plumbing Permit: (See Plumbing Code Fee Chart - Chapter 34)
 - (d) Electrical Permit: (See Electricity Fee Schedules - Chapter 15)
 - (e) Manufactured Home Connection: \$75.00 includes Occupancy Certificate
 - (f) Manufactured Home Disconnect: \$75.00

I. Fire Protection Systems (Sprinklers) Permits and Fees

1. Fire Protection System Fees (10-109.23)
 - (a) System Riser or Standpipes: \$125.00
 - (b) System Zones: \$30.00 per zone after the first year
 - (c) System Heads: \$1.20 per head
 - (d) Fire Pump: \$75.00
 - (e) Alterations/Modifications: (See Table 1 above)
 - (f) 13D Fire Protection Systems: \$125.00

- J. Construction Trailers (10-109.22)
 1. Tie Down Permit: \$30.00

- K. Reinspection Fees (10-109.17)
1. Final Inspections: 15.00 per inspector or 50% of the permit fee, whichever is greater

~~BUSINESS LICENSES AND REGULATIONS (CHAPTER 11)~~

~~A. Window Cleaning Business~~

- ~~1. Annual License Fee – One person engaged in business: \$40.00 (11-3)~~
- ~~2. Annual License Fee – Each other person engaged in business: \$5.00 (11-3)~~

~~B. Coin Operated Dry Cleaning Equipment~~

- ~~1. Annual License Fee: \$10.00 per machine (11-11)~~

~~C. Asphaltic Concrete Plants~~

- ~~1. Annual License Fee: \$25.00 plus reimbursement costs (11-23)~~

~~D. Business Registration~~

- ~~1. Registration Fee: \$50.00 (11-34)~~

TELECOMMUNICATIONS (CHAPTER 14)

A. Small Wireless Facilities Deployment

1. Application Fees

(a) Collocate Single Wireless Facility -

Existing utility pole/wireless support structure: \$650.00 each (14-13(D)(1))

(b) Collocate more than one Single Wireless Facility -

Existing utility pole/wireless support structure: \$350.00 each (14-13(D)(1))

(c) Collocate Single Wireless Facility -

New utility pole installation: 1,000.00 each (14-13(D)(2))

ELECTRICITY (CHAPTER 15)

A. Electrical Contractor

1. Electrical Contractor License Fee

(a) Annual License Fee:

\$100.00 (15-4)

(b) Renewal Fee:

\$100.00 (15-5)(15-6)

(c) Forfeited License:

Annual Renewal Fee plus
\$25.00 per month or portion
of a month that
delinquency continued

(d) Inactive License Status:

\$100.00 (15-6)

(e) Reciprocal Registration Fee:

\$100.00 (15-7.1)

2. Application for Certificate of License

\$50.00 (15-5(c))

3. Limited License (Heating Contractor)

- (a) Application for Limited License: \$50.00 (15-5(e))
 (b) Annual Renewal - Limited License: \$50.00 (15-5(e))

B. Permit Fees

1. Permit Fee Schedule - Service Entrance or Feeder (15-19(a))

Service Entrance or Feeder	
0 to 100 amp	\$ 30.00
101 to 200 amp	\$ 60.00
201 to 400 amp	\$100.00
401 to 600 amp	\$150.00
601 to 800 amp	\$200.00
801 to 1000 amp	\$250.00
1001 to 1200 amp	\$300.00
Over 1200 amp	\$350.00

2. Permit Fee Schedule - Valuation

- (a) Fee Schedule (15-19(b))

Valuation	Fee
\$500.00 or less	\$30.00
\$501.00 to \$1,000.00	\$50.00
\$1,001.00 to \$10,000.00	\$50.00 plus \$1.75 per hundred or fraction thereof over \$1,000.00
\$10,001.00 to \$50,000.00	\$207.50 plus \$.55 per hundred or fraction thereof over \$10,000.00
Above \$50,001.00	\$427.50 plus \$.35 per hundred or fraction thereof over \$50,000.00

- (b) Owner Occupied - Single Family Residence (Owner as Contractor) 50% surcharge
 (15-19(b))

- (c) Fee Surcharge (Construction without Permit) 100%
 surcharge or \$50.00,
 whichever is greater (15-19(c))

- C. Annual Limited Permits \$50.00 (15-20(b))

D. Electrical Commission (Variance/Interpretation)

1. Filing Fee (Variance/Interpretation): \$150.00 (15-23(b))

DEPARTMENT OF FINANCE (CHAPTER 16)

A. Fees for Certain Services

Fee Schedule:

- Charge for Returned Check: \$25.00 (16-38)

FIRE DEPARTMENT AND FIRE PREVENTION (CHAPTER 7)

A. Emergency Medical Services	(17-92(b))
1. Fee for Emergency Medical Services and Transportation	
(a) Basic Life Support Services:	\$652.38*
(b) Advanced Life Support:	\$782.87*
(c) Advanced Life Support 2:	\$878.12*
(d) Mileage:	\$15.66 per Mile*
(e) Medical Treatment with No Transport:	\$195.71*
(f) Oxygen:	\$19.00*

*The charges for the foregoing services shall be adjusted on January 1 of every year by multiplying the then current fee by 1.03 and the product shall be the new fee for such service.

2. Failure to Pay	\$25.00 plus accruing interest (17-92(d))
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B. Supplemental Fire Department Fees

1. Fire Department Fees	
(a) Standby EMS Chase Event:	\$125.00 per hour billed to the nearest ¼ hour w/ 2 hr. minimum \$250.00
(b) Standby Medic Event:	\$250.00 per hour billed to the nearest ¼ hour w/ 2 hr. minimum \$500.00
(c) Standby College Sporting Event:	\$350.00 Flat rate up to 4 hrs.
(d) Standby Additional College Hours:	\$250.00 per additional hour billed to the nearest ¼ hr.
(e) Standby High School Sporting Event:	\$220.00 Flat rate up to 4 hrs.
(f) Standby Additional High School Hours:	\$121.00 per additional hour billed to the nearest ¼ hr.
2. False Alarm Service Policy	
(a) False Alarm - First three in calendar year:	No Fee
(b) False Alarm - Fourth and Fifth in calendar year:	\$75.00 per each
(c) False Alarm - Sixth and Seventh in calendar year:	\$100.00 per each
(d) False Alarm - Eighth and Ninth in calendar year:	\$200.00 per each
(e) False Alarm - Tenth and every succeeding false alarm:	\$300.00 per each
(f) False Alarm without Permit/Certificate of Acceptance:	\$400.00 per each

HEALTH AND SANITATION (CHAPTER 22)

A. Construction and Operation of Swimming Pools	(22-81)
1. Permit Fees - Private Pool:	\$10.00

- 2. Permit Fees - Public Pool: \$90.00
- B. Septic Tanks (22-88)
 - 1. Permit Fees - Septic Tank, Privy, Sink Drain, or Cesspool: No Fee
- C. Massage Establishments and Massage Services
 - 1. Filing of Application and Fee - Massage Establishment \$25 per quarter year (22-155)
 - 2. Filing of Application and Fee - Masseur or Masseuse
 - (a) Original Application Fee \$25.00 (22-159)
 - (b) Renewal Fee \$10.00 (22-183(b))
- ~~D.~~ C. Rooming Houses
 - 1. Annual License Fee: \$210.00 (22-182)
 - 2. Re-inspection Fee: \$53.00 (22-183(b))

JUNK DEALER (CHAPTER 22.5)

- A. Junk Dealers (Junkyard): (22.5-2)
 - 1. Annual License Fee: \$100.00 License Fee shall be pro-rated so as to require a fee or each quarter year or part thereof

LAND SUBDIVISIONS AND PLANNED UNIT DEVELOPMENT CODE (CHAPTER 24)

- A. Submission and Review Procedures
 - 1. Preliminary Subdivision Plan
 - (a) Filing Fee (Preliminary Subdivision Plan): \$300.00 plus \$20.00 per lot (24-3.2.2)
 - 2. Plan Review and Inspection Fee: Actual cost incurred by City* (24-3.4.3)
 - 3. Final Plat
 - (a) Filing Fee (Expedited Subdivision Plat): \$300.00 plus \$20.00 per lot (24-3.5.6(b)(4))
- B. Erosion and Sediment Control
 - 1. Erosion and Sediment Control Permit
 - (a) Subdivisions with Public Improvements: Fee included with 24-3.4.3 (24-6.3.4(a))
 - (b) Sites less than one (1) acre: \$65.00 (24-6.3.4(b))
 - (c) Sites greater than one (1) acres, but less than or equal to fifty (50) acres: \$65 for first acre plus \$30.00 per acre for each additional acre or part thereof up to 50 acres total (24-6.3.4(c))
 - (d) Sites greater than one (1) acres, but less than or equal to fifty (50) acres: \$65 for

first acre plus
\$30.00 per
acre up to fifty
(50) acres,
plus \$5.00 for
each acre or
part thereof
over 50 acres
total (24-
6.3.4(d))

*2% of estimated construction costs of public improvements shall be due prior to plan approval. The balance of actual costs incurred by the City shall be due prior to acceptance of the public improvements and upon the presentation of a statement from the City itemizing the time and costs of the City for the plan review and inspection.

LICENSES (CHAPTER 26)

A. Fees

1. Printed License Fee: \$5.00 (26-9)

B. Parole Group Homes

1. Annual License Fee: \$100.00 (26-22)

2. Investigations - Terms of License: \$100.00 (26-73)

MOTOR VEHICLES AND TRAFFIC (CHAPTER 29)

A. Parking Permits

1. Parking Permit Fees (Contractor, Utility Company, or Other Agency)

(a) Parking Permit Fees (Daily): \$5.00 per day (29-130(a))

(b) Parking Permit Fees (Monthly): \$50.00 per month (29-130(a))

(c) Replacement Fee (Lost, Stolen, or Misplaced): \$25.00 (29-130(d))

(d) Auto Release Fees : \$50.00 (29-130(g))

B. City Parking System

Fees Lots and Garages

(a) Abraham Lincoln Memorial Parking Garages (29-180(b)(1))

\$1.00

\$10.00

\$50.00

(b) Association of Commerce Parking Garage (29-180(b)(2))

\$1.00

\$10.00

\$50.00

(c) Major Butler Parking Lot (29-180(b)(3))

\$50.00

- (d) Arena Parking Garage (29-180(b)(4))
 \$1.00
 \$10.00
 \$50.00
 (e) All other City-owned parking facilities (29-180(b)(3))
 \$50.00

C. Vehicle Seizure and Impoundment

1. Release Fee - Towed Vehicles

(a) Release Fee: \$10.00 (29-195(3))

(b) Release Fee (Second Vehicle Towed for Violation of Section 29-194A): \$100.00
 increasing
 \$100.00 per
 each vehicle
 towed up to and
 not to exceed
 \$1,000.00
 (29-195(4))

~~(b)~~(c) Release Fee (Second Vehicle Towed for Violation of Section 29-193): \$100.00
 increasing
 \$100.00 per
 each vehicle
 towed up to and
 not to exceed
 \$1,000.00
 (29-195(5))

D. Vehicle Relocator License

1. Annual License Fee: \$25.00 (29-228(a))

E. Overweight Permit Movements on City Streets

1. Fees for Load Exceeding Maximum Practical Weights: Specified in Tables 1 and 2 (29-285)

Table 1. Single Trip Movement Overweight Load Fees for Standard Loads

Category	f	g	h	i	j	k	l	m	n	o	p
Total Axles	6 or more	6 or more	6 or more	6 or more	5	5	4 or more	4 or more	3 or more	3 or more	2
Gross Weight (Max)	88,0 00	100, 000	110, 000	120, 000	88,0 00	100, 000	72,0 00	76,0 00	60,0 00	68,0 00	48,0 00
Front tandem or axle	34,0 00/ 2	44,0 00/ 2	44,0 00/ 2	48,0 00/ 2	44,0 00/ 2	48,0 00/ 2	34,0 00/ 2	44,0 00/ 2	21,0 00/ 1	21,0 00/ 1	25,0 00/ 1

(max)/axles											
Rear tandem or axle (max)/axles	48,000/3	54,000/3	54,000/3	60,000/3	44,000/2	48,000/2	40,000/2	44,000/2	40,000/2	48,000/2	
Fee	\$50.00	\$55.00	\$60.00	\$70.00	\$55.00	\$70.00	\$55.00	\$70.00	\$55.00	\$60.00	\$55.00

Table 2. Single Trip Movement Overweight Load Fees for Loads Exceeding Maximum Practical Weights

Gross Weight	Total Axles	No Axle Exceeds	Fee
120,001 - 129,999	7 or more	25,000	\$180.00
130,000 - 139,999	7 or more	25,000	\$190.00
140,000 or more	8 or more	25,000	\$200.00

*Fees for Round Trip Movements will be calculated at 1.5 times the Single Trip Movement fees listed in Table 1 and 2

2. Extended Term Permits (3 month extended term permits): \$250.00 (29-289(a))
3. Supplement Permit Fees: \$15.00 (29-287)

F. Engineering Inspections and Investigations

1. Engineering Inspections and Investigations Fees (Normal) (29-289(a))
 - (a) Bridge Structural Analysis: \$60.00 per hour plus computer costs
 - (b) Pavement Structural Analysis: \$60.00 per hour
 - (c) Field Investigation of Movement Feasibility: \$60.00 per hour
 - (d) Accompanying the Move: \$60.00 per hour
 - (e) Interim or final inspection for damages: \$60.00 per hour
2. Engineering Inspections and Investigations Fees (Unusually Large Movements) (29-289(b))
 - (a) Bridge Structural Analysis: \$60.00 per hour
 - (b) Pavement Structural Analysis: \$60.00 per hour
 - (c) Field Investigation of Movement Feasibility: \$60.00 per hour for each Employee
 - (d) Accompanying the Move: \$60.00 per hour for each Employee
 - (e) Interim or final inspection for damages: \$60.00 per hour for each Employee

**NURSING SHELTER CARE HOMES, HOMES FOR AGED,
NURSERIES AND CONVALESCENT HOMES (CHAPTER 30)**

- A. Nursing Homes, Sheltered Care Homes, Home for Aged
 - 1. Annual License Fee: \$40.00 (30-8)
 - B. Nursery or Convalescent Home
 - 1. Annual License Fee: \$40.00 (30-29)
- SEE ALSO APPLICATION (30-30)

PARKS AND CEMETERIES (CHAPTER 31)

A. City Sexton

Fee Schedule:

- For each grave for interment of person under ten (10) years of age: \$50.00 (3101310)
- For each grave for internment of person over ten (10) years of age: \$60.00 (31-1310)
- For each exhumation of a person: \$80.00 (31-1310)
- For other services performed: Materials and labor, plus 25% to cover overhead (31-1310)

PAWN BROKERS AND SECONDHAND DEALERS (CHAPTER 32)

- A. Pawnbrokers
 - 1. Annual License Fee: \$500.00 (32-4)
- B. Secondhand Dealers
 - 1. Annual License Fee: \$100.00 (32-15)

SOLICITORS (CHAPTER 33)

- A. Solicitors
 - 1. Solicitor's Registration (per individual): \$10.00 (33-4)

PLUMBING CODE (CHAPTER 34)

- A. Contractor Registration
 - 1. Plumbing Contractor License Fee
 - (a) Annual License Fee: No Fee (34-5)
 - (b) Renewal Late Fee: No Fee (34-5)
- B. General Rules and Regulations
 - 1. Lawn Sprinkler Application (Lawn Sprinkler Contractors): \$30.00 per system (34-24.1)
- C. Regulations on Cross Connections Control
 - 1. Cross Connection Control Devices (Back Flow Prevention Devices) Fees
 - (a) Survey Filing Fees (Biennial): \$60.00 (34-55(a))
 - (b) Inspection: \$60.00 per hour (34-55(b))
 - (c) Annual Certification of Cross Connection Control Device (Block Flow Device): \$40.00

(34-55(c))

D. Fees

1. Minimum Permit Fee:

\$30.00 (34-117(a))

2. Fee Chart:

(34)117(a))

Aspirators		\$15.00
Backwater valve		\$15.00
Bathtub with or without shower		\$15.00
Bidets		\$15.00
Cuspidors		\$15.00
Dishwashers:	Residential	\$15.00
	Commercial	\$15.00
Disposals:	Garbage	\$15.00
Drains:	Floor Drain	\$15.00
	Roof Drain	\$15.00
	Carwash or Repair Garage	\$15.00
	Trench drain	\$15.00
	Open Site Drain	\$15.00
	Parking Lot Drain	\$15.00
Fountains:	Drinking Fountain	\$15.00
	Water Fountain	\$15.00
Grease Interceptor		\$30.00
Oil Interceptors		\$30.00
Lawn Sprinkler:	Each Sprinkler head	\$1.00
Irrigation System		\$30.00
Lavatory/Hand Sink		\$15.00
Medical Equipment:	Instruments, utensils, etc	\$15.00
	Sinks	\$15.00
	Emergency showers	\$15.00
Pools:	Spas	\$15.00
	Whirlpools	\$15.00
	Private Pools	\$30.00
Pumps:	Water pressure built-in	\$30.00
	Sewage injection pump	\$30.00
	Circulating pump	\$15.00
Water/Sewer:	Water Service	\$30.00
	Sanitary Sewer Service	\$30.00
	Storm Sewer connection	\$30.00
Shower:	Stall or compartment	\$15.00
Sinks:	Kitchen sink	\$15.00
	3 compartment sink	\$20.00
	Laundry (tub) Sink	\$15.00

	Service (Mop) Sink	\$15.00
	Bar sink	\$15.00
	Surgeon, Pantry, Bedpan.	\$15.00
Softener:	Water Softener/Filtration	\$30.00
Sprinkler System:	Service connection	\$30.00
	Backflow preventer	\$30.00
Tanks:	Water Supply	\$30.00
	Pressure tanks	\$30.00
Traps, standpipes, etc.		\$15.00
Urinals:	Wall or Floor type	\$15.00
Waterclosets:	Floor or wall mounted	\$15.00
Water Heaters:	Domestic or residential	\$30.00
	Commercial	\$30.00
	Replacement with piping	\$30.00
Washer:	Clothes	\$15.00
	Garbage can	\$15.00

3. Pipe Replacement Fee: (See Building Code Table 1 Fee Schedule - Chapter 10) (34-117(b))
4. Minor Repairs: \$30.00 (34-117(c))
5. Pipe Work: (See Building Code Table 1 Fee Schedule - Chapter 10) (34-117(d))
6. Owner Occupied - Single Family Residence (Owner as Contractor): 50% surcharge (34-117(e))
7. Fee Surcharge (Construction without Permit): 100% surcharge, but not less than \$50.00 (34-117(f))
8. Re-Inspection Fee: \$50.00 (34-117(g))

POLICE DEPARTMENT (CHAPTER 35)

- A. Fees for Certain Services
 1. Fingerprint Requests: \$20.00 per fingerprint card (35-30)
 2. Traffic Accident Reports
 - (a) Standard Traffic Accident Reports: \$5.00 (35-31)
 - (b) Investigated Traffic Accident Reports: \$20.00 (35-31)
- B. Supplemental Police Department Fees (35-31.5)
 1. Police Department Service Fees
 - (a) Subpoena Duces Tecum Fees: \$25.00
 2. Sex Offender Registration
 - (a) Violent Offender Against Youth: \$20.00 for initial registration and \$10.00 thereafter
 3. Towing Violations

- | | |
|----------------------|----------|
| (a) Impound Fee: | \$400.00 |
| (b) Tow Release Fee: | \$10.00 |

4. False Alarm Service Policy

- | | |
|---|-------------------|
| (a) False Alarm - First four in calendar year: | No Fee |
| (b) False Alarm - Fifth in calendar year: | \$250.00 per each |
| (c) False Alarm - Sixth and every succeeding false alarm: | \$50.00 per each |

SCAVENGERS (CHAPTER 36)

A. Day Scavengers

- | | |
|------------------------|----------------|
| 1. Annual License Fee: | \$25.00 (36-3) |
|------------------------|----------------|

B. Night Scavengers

- | | |
|------------------------|----------------|
| 1. Annual License Fee: | \$25.00 (36-8) |
|------------------------|----------------|

SEXUALLY ORIENTED ENTERTAINMENT BUSINESSES (CHAPTER 37.5)

A. Sexually Oriented Entertainment Business

- | | |
|-----------------------------------|------------------------|
| 1. Administrative Processing Fee: | \$250.00 (37.5-6.7(B)) |
| 2. Annual License Renewal Fee: | \$250.00 (37.5.6.7(B)) |

STREETS, SIDEWALKS AND OTHER PUBLIC WAYS (CHAPTER 38)

A. General Regulations

- | | |
|--|----------------|
| 1. Loud-speakers or Radio Broadcasting Equipment Permit: | \$2.00 (38-18) |
|--|----------------|

B. Sidewalks

- | | |
|--|--------------------|
| 1. Public Sidewalk Construction Permit: | \$40.00 (38-47(b)) |
| 2. Public Sidewalk Construction Permit (Construction Prior to Permit Issuance) | \$70.00 (38-47(b)) |
| 3. Street Closure Permit (Permission to Restrict City Streets): | No Fee (38-63) |

C. Obstruction and Encroachments

- | | |
|--|--------------------|
| 1. Street Closure Permit (Obstruct Sidewalk, Parkway, and/or Parking Lane) | (38-78(a)(2)) |
| (a) Street Closure Permit (Up to 2 weeks) | \$40.00 |
| (b) Street Closure Permit (More than weeks, but less than one month) | \$70.00 |
| 2. Street Closure Permit (Obstruct Traffic Lane) | (38-78(b)(2)) |
| (a) Street Closure Permit | \$10.00 per day |
| (b) Street Closure Permit (Obstruction Prior to Permit Issuance) | \$20.00 per day |
| 3. Mailbox Policy | |
| (a) Mailbox Permit | No Fee (38-83.1) |
| (b) Damage Reimbursement Cap | \$150.00 (38-83.5) |

D. Excavations

1. Excavation/Utility Permits (38-87(b))
 - (a) Excavation Permit (No cut of curbing or pavement) \$40.00
 - (b) Excavation Permit (with cut of curbing or pavement) \$40.00 plus deposit_ Deposit of \$100 for water main and \$200 for sewer main for each permit requiring cut in street curbing or pavement
 - (c) Excavation Permit (Excavation Prior to Permit Issuance) \$80.00

E. Driveways

1. Permits for Driveways Approaches (Curb Cuts) (38-123(c))
 - (a) Driveways Approach Permit \$40.00
 - (b) Driveway Approach Permit (Construction Prior to Permit Issuance) \$80.00

F. House_movers

1. Annual License Fee: \$75.00 (38-139)

G. Soliciting Funds on Sidewalks and Public Ways

1. Soliciting Permit Fee: No Fee (38-61)

H. Sales from Vehicles, Carts, Etc. (Street Vendors)

1. License Required
 - (a) Annual Fee (Locations in the Downtown Business Districts): \$250.00(38-166.2(d)(1))
 - (b) Annual Fee (Locations outside the Downtown Business Districts): \$250.00 (38-166.2(d)(2))
 - (c) Non-Annual Fee (All locations)
 - (1) Less than one week: \$20.00 per day- (38-166.2(d)(3))
 - (2) One week: \$100.00 per week (38-166.2(d)(3))

I. Sidewalk Café

1. Annual Permit Fee: \$100.00 (38-166.167.2)

TAXI CABS (CHAPTER 40)

A. Certificate of Public Convenience

1. Application for Certificate: \$100.00 (40-202)
2. Investigation
 - (a) Applicant Background Investigation: \$10.00 each person (40-203)
 - (b) Fingerprinting Report: \$20.00 (40-203)
3. License Fee
 - (a) Annual License Fee - First taxicab or downtown shuttle: \$200.00 (40-207(a))
 - (b) Annual License Fee - Each additional vehicle: \$50.00 (40-207(a))

B. License Plates

1. Replacement of Certificate of Plate: \$5.00 (40-303)

- C. Drivers Permit
 - 1. Application Fee: \$25.00 (40-402)
 - 2. Replacement of Permit or Identification Card: \$10.00 (40-407)
- D. Downtown Shuttles
 - 1. Safety Certificate: \$10.00 (40-1005(a))
- E. Transportation Network Providers
 - 1. Application Fee : \$400.00 (40-1204(a))
 - 2. Annual License Fee: \$3,000.00 (40-1204(a))

TOBACCO (CHAPTER 41)

- A. Licensing the Sale of Tobacco
 - 1. Annual License Fee: \$50.00 (41-4)

MOBILE HOME PARKS & HOUSE-CAR TRAILERS (CHAPTER 43)

- A. Manufactured Home Park Licenses
 - 1. Licenses
 - (a) Application Fee: \$400.00 (43-3.4)
 - (b) Annual License Fee : \$200.00, plus \$5.00 per each lot- (43-3.4)
 - (c) License Transfer: \$100.00 (43-3.3)

ZONING (CHAPTER 44)

- A. General Provisions
 - 1. Accessory Buildings and Uses
 - (a) Temporary Sales: \$50.00 filing fee per location or annual fee of \$250.00 per month or portion of a month that delinquency has continued- (9-7)
- B. Schedule of Fees (44-17)
 - 1. Text or Zoning Map Amendments: \$325.00
 - 2. Special Uses-Permits: \$325.00
 - 3. Planned Unit Developments: See Ch. 24, Division 3
 - 4. Legislative Site Plan Reviews: \$325.00
 - 5. Appeals: \$325.00
 - 6. Zoning Verification Letter: \$15.00
 - 7. Variation or Interpretation: \$325.00

*In addition to the filing fee cited hereinabove, the applicant shall be responsible for paying

the City for the cost of any recording fees that result from City Council action on the subject case.

PROPERTY MAINTENANCE CODE (CHAPTER 45)

A. Property Maintenance Inspection

1. Fees

- (a) Re-Inspection Fee: \$25.00 (45-103.5(a))
- (b) Inspection Fee for Code Compliance (Per Instructor): \$10.00 (45-103.5(a))

B. Rental Property Inspection

1. Fees (45-900.13(a))

- (a) Annual Registration Fee (Per Building or, if more than one rented condominium unit with building, then \$65 per rented unit): \$65.00
- (b) Additional Registration Fee (Per Unit in Building with 3 or more units): \$5.00
- (c) Missed Inspection Fee (Per Building or condominium): \$75.00
- (d) Second Re-Inspection Appointment Fee: \$100.00
- (e) Late fees on billing statements: 10% interest per month on outstanding balance

C. Neighborhood Preservation

1. Fees (45-1100.5(a))

- (a) Derelict Building Registration Fee (Initial Term): \$30.00
- (b) Annual Renewal Registration: \$100.00

(Ordinance No. 2019-19)

(Updated: Ordinance No. 2023-034)

WHEREFORE, your Petitioner hereby respectfully request that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, approve the Annexation Agreement, annex the Property to the City of Bloomington, McLean County, Illinois, and amend the Official Zoning Map of the City to classify the Property into the zoning classification(S) set forth in the Annexation Agreement.

RESPECTFULLY SUBMITTED BY:



Carl Müller
Owner/Petitioner



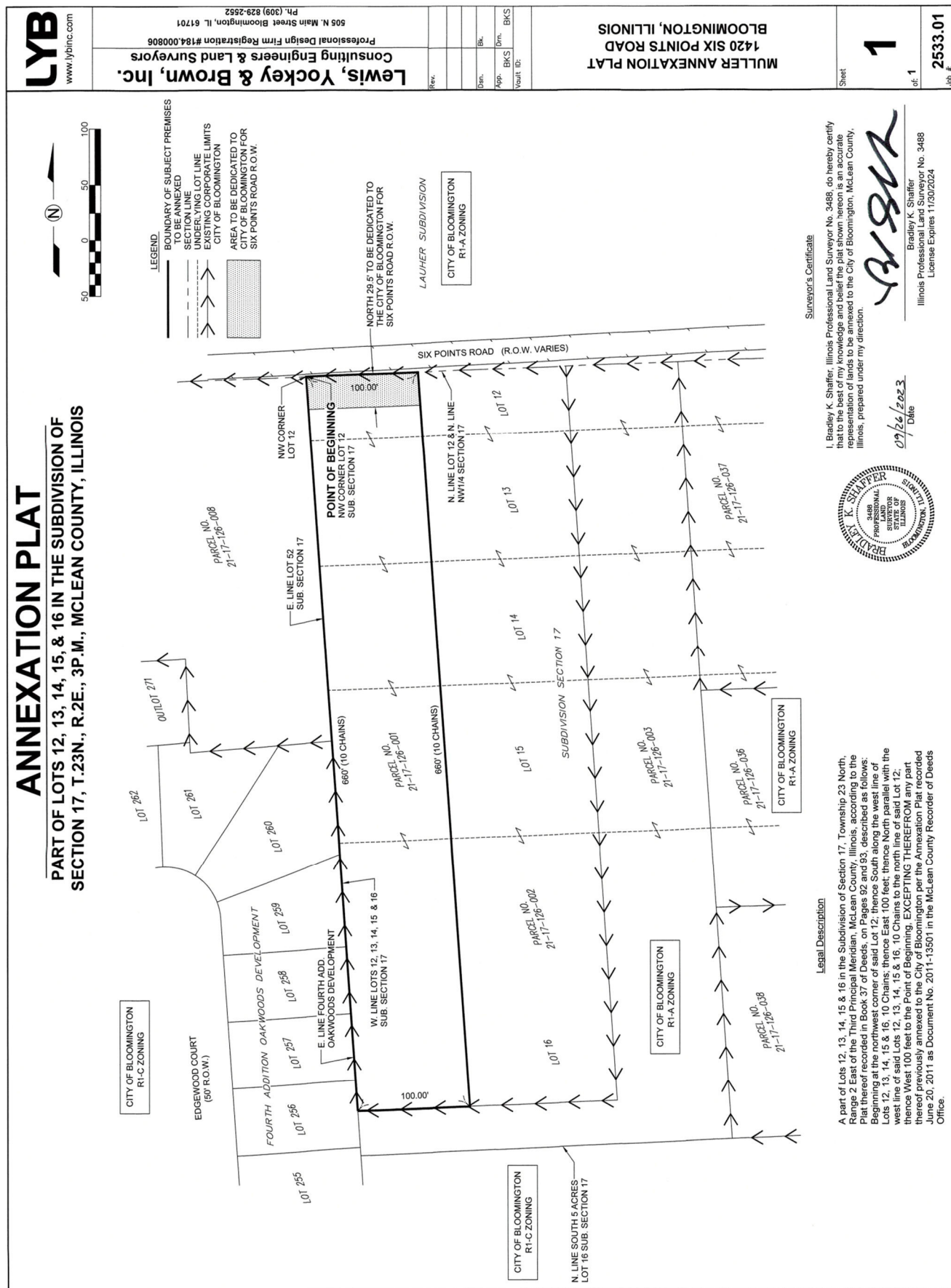
Sara Müller
Owner/Petitioner

EXHIBIT A
LEGAL DESCRIPTION

A PART OF LOTS 12,13,14, 15 AND 16 IN THE SUBDIVISION OF SECTION 17,
TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN,
AS PER PLAT RECORDED IN BOOK 37 OF DEEDS, ON PAGE 92 AND 93,
DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF
SAID LOT 12; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 12, 10
CHAINS; THENCE EAST 100 FEET; THENCE NORTH PARALLEL WITH SAID
WEST LINE 10 CHAINS; THENCE WEST TO THE PLACE OF BEGINNING, IN
MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001
ADDRESS: 1420 SIX POINTS ROAD

EXHIBIT B



ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Carl Müller and Sara Müller, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City. **Owner shall refer to Carl Müller and Sara Müller, their successors, or assigns.**

WHEREAS, Owner is the owner of approximately one-and-one-half (1.5) acres less public right-of-way, with frontage on Six Points Road and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”), **commonly known as 1420 Six Points Road;** and

WHEREAS, Owner has submitted an Annexation Plat for Muller’s Addition to the City of Bloomington, attached hereto as Exhibit “B” (hereinafter “Annexation Plat”); and

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

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

WHEREAS, the Owner is desirous of having said premises zoned R-1B (Single-Family Residence) District, upon annexation to the City **(all Lots referenced shall include any subdivisions thereof);** and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

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

1. ANNEXATION PETITIONS.

Owner, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit “A” to the City’s corporate limits, no later than 30 days after approval and execution of this Annexation Agreement. The City shall publicize and give such notices and conduct such public hearings as are required to annex the Premises, including specifically, public hearings on this annexation agreement and the rezoning provided for in this Agreement conducted after notice as required by law and ordinance.

2. ANNEXATION.

The City agrees to adopt an ordinance annexing the property described on Exhibit “A.”

3. ZONING.

City agrees to rezone the Premises, upon annexation, legally described on Exhibit “A” to R-1B (Single-Family Residence) District subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS.

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

A. Six Points Road.

- (1) Owner shall dedicate the portion of the property within 29.5 feet of the Section Line to the north of the property, for use as public Right-Of Way for the future street widening of Six Points Road. Owner shall prepare and submit the Right-of-Way Plat in accordance with City code. Document submittal shall occur before an Annexation Plat may be recorded and shall be recorded concurrently with such.
- (2) At the completion of the road being modified to City Minor Arterial street standards, the Owner 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' wide minor street section. Said fee is currently \$175 per foot (1/2 of \$350 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 roadway completion.

B. Water.

- (1) The Owner may tap the public water main on the north side of Six Points Road.
- (2) The premises shall be required to connect to the City's water mains within 12 months of execution of this Annexation Agreement.
- (3) The Owner shall be responsible for payment of tap-on fees of \$3,690.00 prior to connection. This fee has been calculated through October 2023 and will be held through December 31, 2023. If payment is made after December 31, 2023, the fee shall be recalculated based on a rate of 6% simple interest or the CPI, whichever is lower at the time of payment.

C. Sanitary Sewer. Owner, at Owner's election, may either:

- (1) At Owner's expense, extend the public sewer approximately 400' east along Six Points Road from the existing sanitary sewer manhole located at the intersection of Six Points Road and Woodhavens Drive, and tap a

service from the extended sewer. The City agrees to pay for oversizing of the public sewer, if any, within 30 days of completion.

- (2) Tap and use any future sanitary sewer main extension that results in the availability of access adjacent to the Property.
- (3) If and when either option is selected, the Owner shall be responsible for payment of tap-on fees prior to connection to a sanitary sewer main.

D. **Parkland Dedication.** Owner agrees to pay a fee of \$682.81 in lieu of parkland dedication pursuant to City Code.

5. OBLIGATION TO DEVELOP PER CODE.

In the construction and use of improvements on the subject Premises the Owners 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.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois ("City"):
City of Bloomington
Attn: City Manager
115 E. Washington Street
Bloomington, IL 61701

To Carl Müller and Sara Müller ("Owner"):
101 N. Mercer
Bloomington, IL 61701

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

10. ADOPTION OF ORDINANCES

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

11. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. 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.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Authority to Execute. The City hereby warrants and represents to the Owners that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owners hereby warrant and represent to the City (i) that they are the record and beneficial owners 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 Owners will (a) result in a breach or default under any agreement to which the Owners are 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 Owners or the Property is subject.
- M. 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 Owners agree 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.

- N. 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 Owners.
- O. Recording. After the Owners have 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.
- P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Owner to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

EXECUTED and ADOPTED this ____ day of _____, 2023, at Bloomington, Illinois.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

OWNERS:

Carl Müller
Carl Müller, Property Owner

Sara Müller
Sara Müller, Property Owner

EXHIBIT A
LEGAL DESCRIPTION

A PART OF LOTS 12, 13, 14, 15 AND 16 IN THE SUBDIVISION OF SECTION 17,
TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN,
AS PER PLAT RECORDED IN BOOK 37 OF DEEDS, ON PAGE 92 AND 93,
DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF
SAID LOT 12; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 12, 10
CHAINS; THENCE EAST 100 FEET; THENCE NORTH PARALLEL WITH SAID
WEST LINE 10 CHAINS; THENCE WEST TO THE PLACE OF BEGINNING, IN
MCLEAN COUNTY, ILLINOIS.

PIN: 21-17-126-001
ADDRESS: 1420 SIX POINTS ROAD

EXHIBIT B - ANNEXATION PLAT

PART OF LOTS 12, 13, 14, 15, & 16 IN THE SUBDIVISION OF SECTION 17, T.23N., R.2E., 3P.M., MCLEAN COUNTY, ILLINOIS

LYB
www.lybinc.com

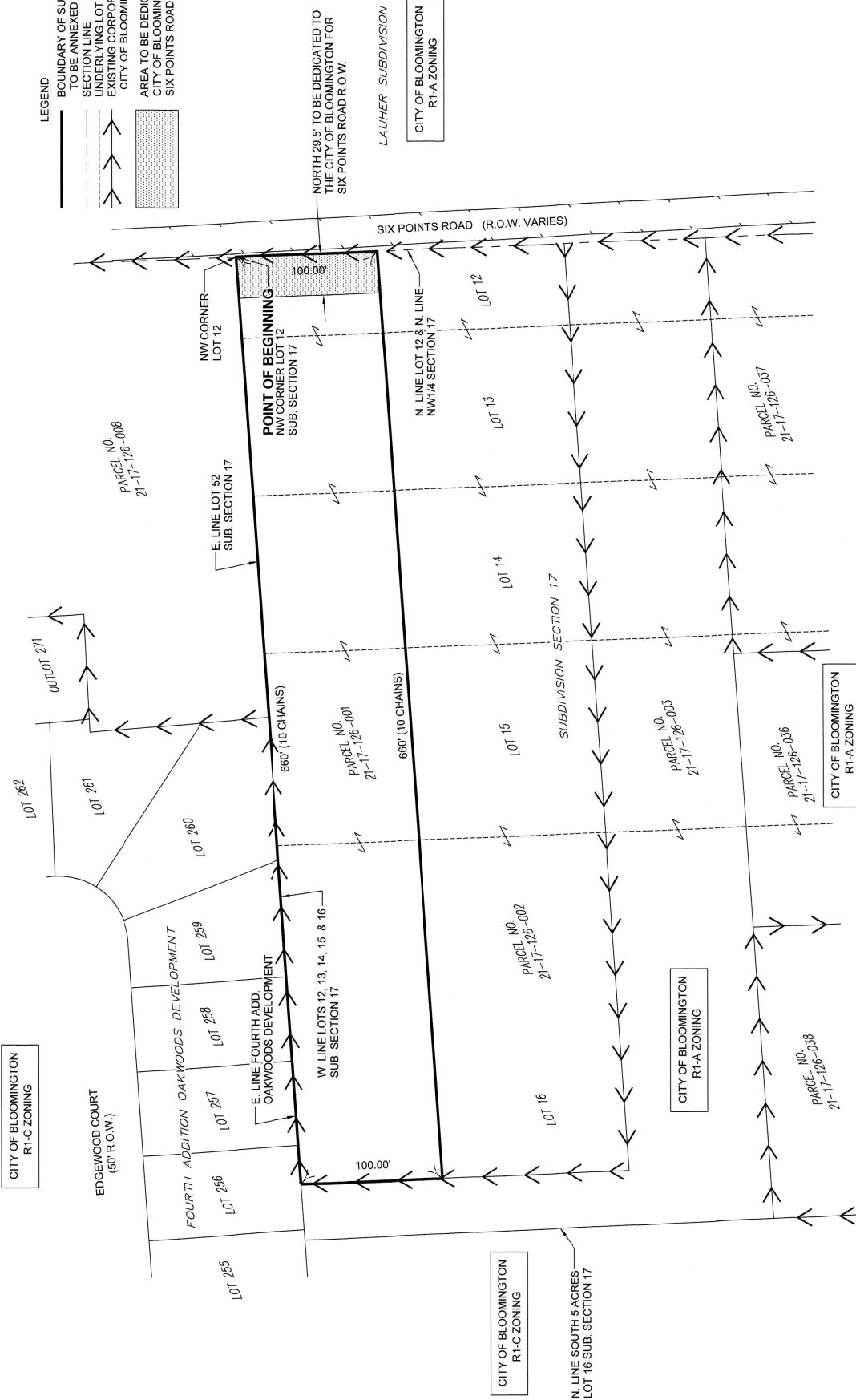
Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
505 N. Main Street, Bloomington, IL 61701
Ph. (309) 829-2552

MULLER ANNEXATION PLAT
1420 SIX POINTS ROAD
BLOOMINGTON, ILLINOIS

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Job # 348

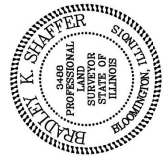


- LEGEND**
- BOUNDARY OF SUBJECT PREMISES TO BE ANNEXED
 - SECTION LINE
 - UNDERLYING LOT LINE
 - EXISTING CORPORATE LIMITS
 - CITY OF BLOOMINGTON
 - AREA TO BE DEDICATED TO CITY OF BLOOMINGTON FOR SIX POINTS ROAD R.O.W.



Surveyor's Certificate
I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of lands to be annexed to the City of Bloomington, McLean County, Illinois, prepared under my direction.

Bradley K. Shaffer
Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expires 11/30/2024



Legal Description
A part of Lots 12, 13, 14, 15 & 16 in the Subdivision of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat thereof recorded in Book 37 of Deeds, on Pages 92 and 93, described as follows: Beginning at the northwest corner of said Lot 12; thence South along the west line of Lots 12, 13, 14, 15 & 16, 10 Chains; thence East 100 feet; thence North parallel with the west line of said Lots 12, 13, 14, 15 & 16, 10 Chains to the north line of said Lot 12; thence West 100 feet to the Point of Beginning, EXCEPTING THEREFROM any part thereof previously annexed to the City of Bloomington per the Annexation Plat recorded June 20, 2011 as Document No. 2011-13501 in the McLean County Recorder of Deeds Office.