

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
AUGUST 28, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - 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
BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) AUDITORIUM
600 N EAST STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 28, 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. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Jacob Shepard upon Completion of the Probationary Period, as requested by the Police Department. (*Recommended Motion: None; presentation only.*)
 - B. Proclamation for American Passion Play 100 Year Run, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - C. Recognition of a Board and Commission Appointment, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)

6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the July 24, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
- B. Consideration and Action to Approve the Minutes of the August 14, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
- C. Consideration and Action to Approve Bills and Payroll in the Amount of \$7,219,647.99, as requested by the Finance Department. (*Recommended Motion:*

The proposed Bills and Payroll be approved.)

- D. Consideration and Action to Approve an Appointment and Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointment and Reappointments be approved.)*
- E. Consideration and Action on the Purchase of the Bobcat UW56 Toolcat Utility Vehicle for the Arena from Clark Equipment Company (Bobcat of Bloomington), in the Amount of \$70,088.62, as requested by the Arts & Entertainment Department and the Facilities Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and Action to Approve a Worker's Compensation Claim Settlement Involving Lead Fleet Technician James Houk, in the Amount of \$130,759.50, as requested by the Human Resources Department. *(Recommended Motion: The proposed Worker's Compensation Settlement be approved.)*
- G. Consideration and Action on an Agreement with Walker Consultants, Inc., for the Lincoln Garage Rehabilitation Project, in the Amount of \$89,550, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- H. Consideration and Action to Approve an Agreement with All City Management Services, Inc., for Crossing Guard Services for the 2023-2024 and 2024-2025 School Years, for a Maximum Amount of \$261,828.90, as requested by the Police Department. *(Recommended Motion: The proposed Agreement be approved.)*
- I. Consideration and Action to Approve a Motor Fuel Tax Resolution for Improvement Under the Illinois Highway Code to Obligate Rebuild Illinois Grant Funds for Hamilton Road, from Bunn Street to Morrissey Drive, in the Amount of \$5,048,900.46, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- J. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the Property Located at 1004 Durham Drive, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 1508 S. East Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and Action on an Ordinance Approving a Special Use Permit for a Live/Work Unit in the B-1 (General Commercial) District, for the Property Located at 806 S. Eldorado Road, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for a Portion of the Fiscal Year 2024 Sidewalk, Curb,

and Gutter Replacement Program (Bid #2024-07), in the Amount of \$184,000, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

8. Regular Agenda

- A. Consideration and Action on an Ordinance Amending the Bloomington City Code Regarding its Various Departments and Separating the Functions of Public Works, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, & Jeff Jurgens, Deputy City Manager, 10 minutes; and City Council Discussion, 15 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session

- A. Personnel Performance Evaluation - Section 2(c)(1) of 5 ILCS 120 (1hr.)

14. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officer Jacob Shepard upon Completion of the Probationary Period, as requested by the Police Department.

RECOMMENDED MOTION: None; presentation 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: Recognizing the completion of the probationary period for Police Officer Jacob Shepard.

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: Darcy Hoffman, Office Associate

ATTACHMENTS:

[PD 1B Commission Certificate - Jacob Shepard](#)

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Jacob Shepard

*Having been duly sworn
was appointed and commissioned a*

Police Officer

*On
the ninth of May, two thousand and twenty two.
As Evidence thereof, we set our hand and seal*


Mboka Mwilambwe

Mayor



Tim Gleason

City Manager




Jamal Simington

Chief


Leslie Forum

City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation for American Passion Play 100 Year Run, 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: Amy Overton, Project & Grant Manager

ATTACHMENTS:

[ADM 1B Proclamation](#)



Mayoral Proclamation
Honoring 100 Seasons of the American Passion Play
1924 - 2023

WHEREAS, The City of Bloomington recognizes that the American Passion Play has completed a run of 100 seasons, placing it among the City's most enduring traditions; and

WHEREAS, the American Passion Play has appeared nearly ONE THOUSAND (1,000) times, principally at the Bloomington Center for the Performing Arts, formerly known as the Scottish Rite Temple; and

WHEREAS, it has been presented to nearly ONE MILLION (1,000,000) people from all over the United States; and

WHEREAS, was prominently recognized among the Nation's Passion Plays during its run as the SECOND LONGEST CONTINUOUSLY-PERFORMED PASSION PLAY in the United States; and

WHEREAS, we commend the talent of its author and first director, DELMAR D. DARRAH, and the hard work and dedication of THOUSANDS OF VOLUNTEERS on the performance, production, and governance ends; and

WHEREAS, this longstanding and treasured tradition brought positive recognition to the City of Bloomington during its century on stage.

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, do hereby commend and hold in the highest esteem the performers, musicians, stage and technical crews, production staff, directors, and the board of trustees of the American Passion Play – and their thousands of predecessors—for the completion of 100 seasons, 1924 to 2023.

Mboka Mwilambwe
Mboka Mwilambwe
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included appointment is representative of City Council's approval from the August 14, 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: Amy Overton, Project & Grant Manager

ATTACHMENTS:

[ADM 2B Recognition of Appointment](#)



Appointment

Mary Ann Cullen: Planning Commission



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the July 24, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B DRAFT Minutes](#)



**MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JULY 24, 2023, 6:00 P.M.**

City Council convened in regular session in the Government Center Boardroom at 6:00 P.M., Monday, July 24, 2023. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Recognition/Appointments

Mayor Mwilambwe shared that Council and staff had visited over the last week with Delegates from Bloomington/Normal's Japan Sister City in Asahikawa, Japan, noting details.

The following item was presented:

Item 5.A. Recognition of a Board and Commission Reappointment, as requested by the Administration Department.

Leslie Yocum, City Clerk, recognized the reappointment of Linda Foster to the Connect Transit Board.

The following item was presented:

Item 5.B. Presentation and Recognition of the 2023 Youth Enrichment Program Participants, as requested by the City Clerk Department and the Human Resources Department.

City Manager, Tim Gleason, provided a brief history of the Summer Youth Enrichment Program ("YEP") and commended staff for their participation.

Nicole Albertson, Human Resources Director, discussed the YEP and its growth since 2019. She explained how high school and college students were matched with City mentors across all departments to learn about civic engagement, office etiquette, and collaboration. She recognized the 2023 mentors and mentees. 17 participants presented what they learned and how they believed they impacted the community and Bloomington residents during YEP.

Public Hearing

The following item was presented:

Item 6.A. Public Hearing on an Annexation Agreement with Bloomington 77 Developments, LLC, Pertaining to Property Commonly Located North of West Market Street (State Route 9), Near the Eastern Terminus of Old Peoria Court, Consisting of 77 Acres More or Less (PIN: 13-36-326-002), as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:39 P.M.

Melissa Hon, Economic & Community Development Director, introduced the Item and explained the public hearing requirement.

After being sworn in, Phil Hoffman, a Bloomington 77 Developments partner, addressed Council. He shared that he understood Bloomington's need for additional housing because he is a local realtor. He noted Bloomington 77 was not seeking special waivers or incentives for the Annexation Agreement due to their planning to use existing infrastructure. He discussed the extensive research they had completed on Bloomington-Normal before deciding to build on the west side of Bloomington. He explained the development would consist of approximately 790 housing units including 1-, 2-, and 3-bedroom apartments, as well as 3- and 4-bedroom townhouses. Mr. Hoffman stated that the development will have three 30,000sf commercial units with additional clubhouses, recreation features, and other gathering areas. He explained that he and his partner, William Koffie, were holding ongoing discussions with Connect Transit to have public transportation at the development. He closed by expressing excitement for the development and growth within the community.

Leslie Yocum, City Clerk, noted that no one had registered to provide testimony and then invited anyone present wanting to testify come forward. No one came forward.

Mayor Mwilambwe closed the Public Hearing at 6:45 P.M.

Public Comment

Mayor Mwilambwe read a public comment procedure statement. Surena Fish spoke in-person. No emailed public comment was received.

Consent Agenda

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

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

Item 8.A. Consideration and Action to Approve the Minutes of the May 15, 2023 Regular Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action to Approve the Minutes of the June 26, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.C. Consideration and Action to Approve Bills and Payroll in the Amount of \$9,872,522.72, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.D. Consideration and Action on the Purchase of Ammunition for the Police Department, in the Amount of \$66,275, as requested by the Police Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.E. Consideration and Action to Approve an Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2024 Pavement Preservation Reclamite Program, in the Amount of \$91,018.90, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.F. Consideration and Action to Approve an Agreement with Stark Excavating, Inc., for Excavation Materials Disposal (Bid #2023-33), in the Amount of \$31.00 per Ton of Excavation Materials for Fiscal Year 2024, \$32.25 per Ton for Fiscal Year 2025, and \$33.50 per Ton for Fiscal Year 2026, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.G. Consideration and Action on an Agreement with Dewberry Engineers, Inc., for Solar Evaluation and Preliminary Design, in the Amount of \$62,500, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.H. Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with Donelson Construction Company, LLC, for High-Pressure Slurry Seal Pavement Preservation, in the Amount of \$612,148.80, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2023 - 021

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC, FOR HIGH-PRESSURE SLURRY SEAL PAVEMENT PRESERVATION, IN THE AMOUNT OF \$612,148.80

Item 8.I. Consideration and Action on an Ordinance Approving the Final Plat of Third Addition to the Links at Ireland Grove Road Subdivision and a Storm Water Detention Easement Vacation, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 076

AN ORDINANCE APPROVING THE FINAL PLAT OF THIRD ADDITION TO THE LINKS AT IRELAND GROVE ROAD SUBDIVISION AND A STORM WATER DETENTION EASEMENT VACATION

Item 8.J. Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lot 2 Morrissey Crossing, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 077

AN ORDINANCE APPROVING THE FINAL PLAT OF RESUBDIVISION OF LOT 2 MORRISSEY CROSSING

Item 8.K. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District for the Property Located at 1303 E. Washington Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 078

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1303 E. WASHINGTON STREET

Item 8.L. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District for the Property Located at 1 Breckenwood Court, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 079

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-2 (MIXED RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1 BRECKENWOOD COURT

Item 8.M. Consideration and Action on an Ordinance Approving the Second Amendment to the Agreement for Energy Brokerage Services with the Stone River Group Regarding Term Extension, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 080

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE AGREEMENT FOR ENERGY BROKERAGE SERVICES WITH THE STONE RIVER GROUP REGARDING TERM EXTENSION

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and Action on a Resolution Authorizing an Annexation Agreement with Bloomington 77 Developments, LLC, Pertaining to Property Commonly Located North of West Market Street (State Route 9), Near the Eastern Terminus of Old Peoria Court, Consisting of 77 Acres More or Less (PIN: 13-36-326-002), as requested by the Economic & Community Development Department.

Mayor Mwilambwe thanked staff and noted that land development items took many months to prepare before appearing before Council. He emphasized the need for additional housing and expressed support for new developments, especially affordable housing.

City Manager Gleason thanked Bloomington 77 Developments, LLC, and the Economic & Community Development Department ("E&CD") for their work on the proposed development.

Ms. Hon explained the development would have approximately 700-800 multi-family residential dwelling units, including apartments and townhomes, with an associated community center, approximately 114,000 square feet of commercial space, and an outdoor running and biking trail. She noted the Item had been approved unanimously by both the Planning Commission and the Zoning Board of Appeals.

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

Council Member Ward shared that she believed the development would positively impact the City as a whole due to the housing shortage.

Council Member Crumpler echoed the benefit to the community as a whole and asked if the developer had completed similar projects in the past. William Koffie, a Bloomington 77 Developments partner, explained that the entity was new, but that their team had 35-40 years of expertise in affordable housing developments.

Council Member Boelen and Phil Hoffman, a Bloomington 77 Developments partner, discussed how the project would address median income levels. They compared the development to the Danbury Court development which was a mix of medium and low incomes. She then expressed concern with maintaining infrastructure for the development. Neil Finland with Farnsworth Group who was working with Bloomington 77 on the development, noted a significant amount of the existing infrastructure would already meet the development's needs.

Mayor Mwilambwe directed the Clerk to call roll:

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

NAYES: Boelen

Motion carried.

RESOLUTION NO. 2023 - 022

A RESOLUTION AUTHORIZING AN ANNEXATION AGREEMENT WITH BLOOMINGTON 77 DEVELOPMENTS, LLC, PERTAINING TO PROPERTY COMMONLY LOCATED NORTH OF WEST MARKET STREET (STATE ROUTE 9), NEAR THE EASTERN TERMINUS OF OLD PEORIA COURT, CONSISTING OF 77 ACRES MORE OR LESS (PIN: 13-36-326-002)

Finance Director's Report

Scott Rathbun, Finance Director, addressed Council and explained there had been no significant changes from last month's presentation. He stated that the audit was ongoing and would wrap up soon. He discussed year-to-date figures and encumbrances. He reviewed Fiscal Year (FY) 2023 major tax revenues, General Fund Revenues and Expenditures, and Enterprise Funds, noting no material changes. He discussed inflation rates, home rule tax revenues, and sales tax revenues comparing the figures to historical data.

Council Member Montney and Mr. Rathbun discussed Motor Fuel Tax street and sidewalk replacement funds. He added that \$2 million of funding had come from American Rescue Plan Act (ARPA) and that the remainder had come from home rule sales tax.

Council Member Montney asked Mr. Rathbun to have staff consider fixing infrastructure, specifically streets, at an accelerated pace and report back on funding needs at a later date.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events Downtown, and then recognized new hires. He reminded the community that all Council and Committee of the Whole meetings would be held at the Bloomington Center for Performing Arts while construction continued in the Government Center Boardroom. He ended by thanking the 2023 Summer Youth Enrichment Program mentees and mentors for difference in the community.

Mayor's Discussion

Mayor Mwilambwe thanked Mayor Pro Tem Boelen for filling in for him while he was out of the country. He noted multiple exciting things happening in the community and thanked staff for hosting Illinois State University emerging country delegates. He touched on the Sister City relationship with Asahikawa, Japan, and shared the 65th anniversary of the relationship would be in 2027.

Council Member's Discussion

Council Member Ward thanked the Mayor for the opportunity to participate in the Sister Cities festivities. She then acknowledged the E&CD staff for their continued work on the Illinois Housing Development Authority (IDHA) grant funds and IDHA's Home Repair and Accessibility Program ("HRAP") applications since May 2023. She discussed some positive feedback she received from a Ward 7 Resident.

Council Member Becker, who is Council's representative on the Criminal Justice Coordinating Council ("CJCC"), provided a history of CJCC's creation and purpose. He then reviewed data and the initiatives taken by CJCC. He shared that CJCC had recently discussed creating a special commission for safe communities.

Council Member Boelen noted her advocacy to have Connect Transit service return to Ward 2 and expressed appreciation for Connect Transit's creation of the new micro-transit program. She noted data had concluded Ward 2 had the highest number of low-income residents without a vehicle in Bloomington.

Executive Session

No executive session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:37 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the August 14, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, AUGUST 14, 2023, 6:00 P.M.

The City Council convened in regular session in the Bloomington Center for Performing Arts Auditorium at 6:00 p.m., Monday, August 14, 2023. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Recognition/Appointments

No Recognitions or Appointments were presented.

Public Comment

Mayor Mwilambwe read a public comment procedure statement. Emailed public comment was received from Evan Milsteadt and Matthew Toczko. De Urban and Karl Kunkel spoke in-person. Zach Carlson registered for in-person public comment, but was not present.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Ward, to approve the Consent Agenda with the exception of 7.D.

Item 7.A. Consideration and Action to Approve the Minutes of the July 10, 2023, Regular City Council Meeting, as requested by the City Clerk Department. Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$12,982,036.58, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

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

Mayor Mwilambwe pulled Item 7.D. from the Consent Agenda.

Item 7.E. Consideration and Action to Approve the Purchase of Turf Tank Pro GPS Paint Robot, GPS Package, and Customer Care Plan from Turf Tank, in the Amount of \$59,075, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.F. Consideration to Approve an Administrative Services Agreement Extension with MissionSquare Retirement (formerly ICMA-RC), as requested by the Human Resources Department. (Recommended Motion: The proposed Administrative Services Agreement Extension be approved.)

Item 7.G. Consideration and Action on a Services Agreement with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, in the Amount of \$ 123,465, as requested by the Police Department, and the Fire Department. (Recommended Motion: The proposed Services Agreement be approved.)

Item 7.H. Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with McLean County Asphalt Company, Inc., for Chip Seal Pavement Resurfacing, in the Amount of \$ 141,466.73, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2023 - 2023

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH MCLEAN COUNTY ASPHALT, INC., FOR CHIP SEAL PAVEMENT RESURFACING, IN THE AMOUNT OF \$141,466.73

Item 7.I. Consideration and Action on an Application from TA Operating, LLC, d/b/a Travel Centers of America #092, located at 505 Truckers Lane, Requesting Approval of a 100% Ownership Change Due to a Change in the Licensed Parent Company of a Class GBPS (Convenience Store, Beer & Wine Only, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Licensed Parent Company be approved.)

Item 7.J. Consideration and Action on an Application from The Vault on Washington, LLC, to be located at 110 W. Washington St., Requesting the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.K. Consideration and Action on an Application from Vera & Buck Floral Studio, LLC, d/b/a Vera & Buck, located at 115 E. Monroe St., Requesting the Creation of a Class TBP (Tavern, Beer & Wine Only, and Package Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.L. Consideration and Action on an Application from Revery Bloomington, LLC, d/b/a Revery, to be located at 704 McGregor St., Requesting the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Pulled from Consent Agenda

Item 7.D. Consideration and Action to Approve the Purchase of a BearCat Rescue Vehicle for the Police Department from Lenco Industries, Inc., in the Amount of \$249,229, as requested by the Police Department.

Council Member Ward thanked Police Chief, Jamal Simington, for his thorough correspondence to her requests prior to the meeting and asked if he'd share publicly too.

City Manager, Tim Gleason, commended the Bloomington Police Department ("BPD") for their approach to requests for a resource tool that would greatly benefit the community. He noted BPD was thoughtful in its requests for resources and didn't just request every tool.

Chief Simington stressed his commitment to community safety. He then read a list of questions he'd recently answered for Council.

Council Member Ward clarified with Chief Simington the vehicle was armored, not armed, and no weapons would be attached to the vehicle with the exception of the battering ram. She stressed the Item was not a tank. She acknowledged the community's perception of the vehicle and encouraged continued open communication with the community. She expressed appreciation for BPD and that they carefully considered requests.

Chief Simington addressed the differences between military and local police departments and the strict usages of the vehicle should it be approved.

Council Member Hendricks and Chief Simington discussed conversations Chief Simington had had with local organizations about the purchase.

Council Member Kearns asked about equipment currently in use that didn't meet the needs of BPD prompting the request. Chief Simington shared that BPD had applied to receive a used, discounted BearCat vehicle, but was not selected. He stated that BPD's SWAT (Special Weapons and Tactics) team currently used vehicles that weren't 4-wheel drive or armored and could be easily penetrated potentially putting staff in danger. He noted currently SWAT team, emergency services team, and negotiations team vehicles could not safely enter hot zones.

Council Member Crumpler asked if there would be any additional training needed to operate the vehicle. Chief Simington stated that specific BPD staff would receive training from the manufacturer and would then train other designated BPD staff. Council Member Crumpler shared his Ward constituents typically supported BPD's efforts, but would appreciate additional time to speak with them.

Council Member Boelen confirmed with Chief Simington that the BearCat would protect first responders in hot zones.

Council Member Lee stated that the price seemed reasonable and asked for additional information on the vehicle. Chief Simington confirmed the vehicle would be new, would cost \$12,000 annually for its 20-year life, and that it would not need a specialty mechanic to work on it. Chief Simington noted it would also come with a manufacturer's warranty.

Mayor Mwilambwe and Chief Simington discussed the manufacturer's warranty.

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Montney, Becker, Hendricks, Ward, Lee

NAYES: Kearns, Crumpler

Motion carried.

Regular Agenda

No items were considered.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming Downtown events.

Mayor's Discussion

Mayor Mwilambwe recognized the Downtown Farmer's Market and commended City staff for efforts to expand it. He noted a recent ribbon-cutting event he attended and ended by thanking Chief Simington and BPD for their continued efforts to keep the community safe.

Council Member's Discussion

Council Member Hendricks discussed multiple Downtown events and expressed excitement for continued expansion Downtown.

Council Member Kearns echoed positive sentiments for Downtown.

Executive Session

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

Council Member Boelen made a motion, seconded by Council Member Hendricks, to enter Executive Session per Section 2(c)(12) of 5 ILCS 120 to discuss a Claim Settlement.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council left for Executive Session at 6:38 P.M.

Adjournment

Council returned to Open Session at 6:59 P.M.

Council Member Boelen made a motion, seconded by Council Member Ward, to return to open session and adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:00 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$7,219,647.99, 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 \$7,219,647.99 (Payroll total \$3,058,753.71, Accounts Payable total \$3,752,066.38, Bank Transfers total \$242,003.03, and Procurement Card Purchases total \$166,824.87).

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
8/11/2023	\$ 2,503,608.52	\$ 555,190.40	\$ 3,058,798.92
8/11/2023	\$ (42.00)	\$ (3.21)	\$ (45.21)
Off Cycle Adjustments			
PAYROLL TOTAL			\$ 3,058,753.71
ACCOUNTS PAYABLE (WIRES)			
Date	Bank	Total	PCARDS Date Range
8/28/2023	AP General	\$ 3,419,034.87	06/02/2023-07/03/2023
	AP JMScott		
8/14/2023	AP Comm Devel	\$ 1,953.40	
	AP IHDA	\$ 190.00	
8/14/2023	AP Library	\$ 30,965.35	
	AP MFT		
7/21/23-8/8/23	Out of Cycle	\$ 299,922.76	
6/14/23-8/6/23	AP Bank Transfers	\$ 242,003.03	
AP TOTAL		\$ 3,994,069.41	
PCARD TOTAL			\$166,824.87
GRAND TOTAL			\$ 7,219,647.99

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Appointment and Reappointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Mayor of the City of Bloomington asks Council concurrence in the appointment and reappointments of:

Building Board of Appeals: Mark Holderby for reappointment to the Building Board of Appeals, effective immediately, with an expiration date of 4-30-26.

Cultural Commission: Dallas Long for appointment to the Cultural Commission, effective immediately, with an expiration date of 4-30-26. Jeffrey Pitzer and Shweta Shukla for reappointment to the Cultural Commission, effective immediately, with an expiration date of 4-30-25.

Historic Preservation Commission: Kim Miller for reappointment to the Historic Preservation Commission, effective immediately, with an expiration date of 4-30-26.

Planning Commission: Mark Muehleck for reappointment to the Planning Commission, effective immediately, with an expiration date of 4-30-26. Justin Boyd for reappointment to the Planning Commission, effective immediately, with an expiration date of 4-30-25.

Property Maintenance Review Board: Kate Brunk for reappointment to the Property Maintenance Review Board, effective immediately, with an expiration date of 4-30-26.

Zoning Board of Appeals: Victoria Harris and Michael Straza for reappointment to the Zoning Board of Appeals, effective immediately, with an expiration date of 4-30-26.

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: Amy Overton, Project & Grant Manager

ATTACHMENTS:

[ADM 3B Building Board of Appeals Roster](#)

[ADM 3C Cultural Commission Roster](#)

[ADM 3D Historic Preservation Commission Roster](#)

[ADM 3E Planning Commission Roster](#)

[ADM 3F Property Maintenance Review Board](#)

[ADM 3G Zoning Board of Appeals](#)

Building Board of Appeals

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Vacant	At-Large			4/30/2024		
Hold Over	CHAIR - Construction (Engineer)	John	Meek	4/30/2022	3/13/2017	2013
Hold Over	Construction (Design Pro)	Larry	Stevig	4/30/2022	3/27/2017	2013
Active	Electrical	Michael	Raikes	4/30/2026	6/12/2023	2019
Active	Electrical	Justin	Gandhi	4/30/2025	2/27/2023	2023
Active	HVAC	Mark	Holderby	4/30/2023	4/27/2020	2017
Vacant	HVAC			4/30/2024		
Hold Over	Plumbing	Jeffrey	Brown	4/30/2022	3/13/2017	2013
Active	Plumbing	Jerry	Kelleher	4/30/2026	5/22/2023	2017

Cultural Commission

Status	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Vacant			4/30/2025		
Vacant			4/30/2025		
Vacant			4/30/2026		
Active	Melissa	Libert	4/30/2024	4/12/2021	2018
Hold Over	Angelique	Racki	4/30/2023	3/27/2017	2016
Active	Jeffrey	Pitzer	4/30/2022	8/12/2019	2019
Active	Shweta	Shukla	4/30/2022	1/11/2021	2020
Active	Cindy	Termuende	4/30/2026	5/22/2023	2023
Active	Tracy	Koch	4/30/2024	2/27/2023	2023
Active	Faisal	Rashid	4/30/2024	2/27/2023	2023
Vacant			4/30/2025		

Historic Preservation Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Architect & Vice-Chair	Paul	Scharnett	4/30/2026	5/22/2023	2017
Active	Attorney	John	Elterich	4/30/2026	5/22/2023	2021
Active	Chair	Greg	Koos	4/30/2025	5/23/2022	2020
Active	Comissioner	Sara	Lindenbaum	4/30/2025	5/1/2023	2023
Active	Commission	Kim	Miller	4/30/2023	4/25/2022	2022
Active	Commissioner	Dawn	Peters	4/30/2024	4/12/2021	2020
Active	Commissioner	Emma	Meyer	4/30/2026	5/1/2023	2023

Planning Commission

Status	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Brady	Sant Amour	4/30/2025	6/27/2022	2021
Active	Thomas	Krieger	4/30/2026	4/10/2023	2017
Active	Mark	Muehleck	4/30/2023	4/27/2020	2017
Hold Over	Justin	Boyd	4/30/2022	4/22/2019	2016
Active	Jackie	Beyer	4/30/2025	5/23/2022	2022
Active	Goverdhan	Galpalli	4/30/2024	1/10/2022	2022
Active	Anna	Patino	4/30/2026	5/22/2023	2022
Active	William	Peradotti	4/30/2024	5/22/2023	2023
Active	David	Lewis	4/30/2026	5/22/2023	2023
Active	Mary Ann	Cullen	4/30/2024	8/14/2023	2023

Property Maintenance Review Board

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Vacant	Citizen at Large			4/30/2026		
Active	Contractor	Kelby	Cumpston	4/30/2024	4/26/2021	2018
Vacant	Contractor			4/30/2025		
Active	Large Landlord	John	Capodice	4/30/2023	4/27/2020	2011
Hold Over	Small Landlord	Rodney	Smithson	4/30/2023	4/27/2020	2016
Active	Tenant	Kate	Brunk	4/30/2023	4/27/2020	2020
Vacant	Tenant			4/30/2025		

Planning Commission

Status	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Terry	Ballantini	4/30/2024	3/22/2021	2018
Active	Victoria	Harris	4/30/2023	4/13/2020	2017
Active	Nikki	Williams	4/30/2025	5/23/2022	2020
Active	Zachary	Zwaga	4/30/2025	7/11/2022	2022
Active	Tim	Foley	4/30/2026	5/22/2023	2022
Active	Ross	Webb	4/30/2026	5/1/2023	2023
Active	Michael	Straza	4/30/2023	4/13/2020	2020



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of the Bobcat UW56 Toolcat Utility Vehicle for the Arena from Clark Equipment Company (Bobcat of Bloomington), in the Amount of \$70,088.62, as requested by the Arts & Entertainment Department and the Facilities Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Arts & Entertainment Department in coordination with the Fleet Division of the Public Works Department, is recommending the purchase of one new Bobcat UW56 Toolcat Utility Vehicle from Clark Equipment Company (Bobcat of Bloomington) utilizing the Sourcewell Cooperative Purchasing Contract #040319-CEC in the amount of \$70,088.62.

The current Arena Utility Vehicle is not large enough and does not have the power or the needed attachments to efficiently complete the required tasks in a timely manner. The Bobcat Toolcat UW56 has a more powerful engine and the ability to take on 45 different attachments including the ability to push, scoop, sweep, and blow snow, which is critical during Arena events in the busy winter season. The additional 45 attachments include lift forks, angle brooms, push blades, a dumping hopper, a materials bucket, an industrial bucket, a grappler, and a salt and sand spreader. The current Arena utility vehicle will be donated to the Downtown and Parking Division for their use.

The purchase of the Bobcat Toolcat would also achieve the objective of increasing economic activity in the City of Bloomington. By bringing entertainment options to the area like sports and concerts which inspire individuals from the greater Central Illinois area to come into Bloomington to lodge, eat, and purchase supplies. A well-organized event at the venues makes for a pleasant experience and repeat activity. Keeping a well-maintained Arena guarantees that visitors have a positive outlook on the City of Bloomington and its facilities. It also ensures that their experience in the City is a positive one which will encourage repeat visits and increased economic activity.

This unit is available through the Cooperative Purchasing Program (Sourcewell) that they City has used successfully in the past.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Clark Equipment Company and Bobcat of Bloomington

FINANCIAL IMPACT:

If approved, the City will purchase a Bobcat UW56 Toolcat Utility Vehicle for the Arena from Clark Equipment Company (Bobcat of Bloomington), in the Amount of \$70,088.62. A total of \$50,000 was included in the FY 2024 Budget for replacement of the current utility vehicle. If approved, a budget transfer of \$20,088.62 will be processed from Arena Entertainment-Temporary Services account (57107120-70641) to the City Arena-Capital Outlay Equipment Other than Office account (57107110-72140), where the purchase will be paid. Stakeholders can locate this in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 99, 189, and 193.

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-5 (Enhance tourism based-economic development), Objective ED-5.1 (Expand tourism attractions and destinations); 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); and Goal CF-2 (Provide public services in a fiscally, socially and environmentally responsible manner), Objective CF-2.3 (Ensure universal access to facilities that are open to the public)

Respectfully submitted for consideration.

Prepared by: Gregory Grisham,

ATTACHMENTS:

[A&E 1B Quote](#)

[A&E 1C Sourcewell Agreement](#)

[A&E 1D Sourcewell II](#)

[A&E 1E Bobcat Toolcat UW56 Brochure](#)



Bobcat

Product Quotation

Quotation Number: [REDACTED]

Date: 2023-05-17 11:51:50

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BLOOMINGTON G11796 Public Works Dept 336 SOUTH MAIN STREET Bloomington, IL 61701	Bobcat of Bloomington, Bloomington, IL 13955 CAROLE DRIVE BLOOMINGTON IL 61701 Phone: (309) 820-7543 Fax: (309) 828-7820	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description

Bobcat UW56

Adjustable Vinyl Seats

All-Wheel Steer

Automatically Activated Glow Plugs

Auxiliary Hydraulics

- Variable Flow with dual direction detent

Beverage Holders

Bob-Tach

Boom Float

Cargo Box Support

Cruise Control

Speed Management

Enclosed Cab with HVAC

Dual Port USB charger

Lower Engine Guard

Limited Slip Transaxle

Engine and Hydraulic Monitor with Shutdown

Front LED Work Lights

Full-time Four-Wheel Drive

Horsepower Management

- Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I

Dome Light

Part No

M1225

Qty

1

Price Ea.

\$58,459.20

Total

\$58,459.20

Hydraulic Dump Box

Instrumentation: Standard 5" Display with

Keyless Start, Engine Temperature and Fuel

Gauges, Hour meter, RPM and Warning

Indicators. Includes maintenance interval

notification, fault display, job codes, quick start, and security lockouts.

Joystick, Manually Controlled with Lift Arm Float

Lift Arm Support

Parking Brake, automatic

Power Steering with Tilt Steering Wheel

Radiator Screen

Rear Receiver Hitch

Seat Belts, Shoulder Harness

Spark Arrestor Muffler

Suspension, 4-wheel independent

Tires: 27 x 10.5-15 (8 ply), Lug Tread

Toolcat Interlock Control System (TICS)

Two-Speed Transmission

Machine Warranty: 12 Months, unlimited hours

Bobcat Engine Warranty: Additional 12 Months

or total of 2000 hours after initial 12 month

warranty

Deluxe Road Package

Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights

M1225-P01-C01

1

\$2,364.00

\$2,364.00

High Flow Package

29 X 10.5 Trac Tire

Heavy Duty Battery

Attachment Control

Power Bob-Tach

Traction Control

Engine Block Heater

Interior Trim

72" Snow Blade

3 pt. Hitch, Category I & II

M1225-R03-C02

1

\$1,388.80

\$1,388.80

M1225-R05-C04

1

\$460.00

\$460.00

M1225-R07-C02

1

\$80.00

\$80.00

M1225-R08-C02

1

\$204.00

\$204.00

M1225-R14-C03

1

\$920.00

\$920.00

M1225-R16-C02

1

\$484.00

\$484.00

M1225-A01-C02

1

\$116.00

\$116.00

M1225-A01-C04

1

\$172.00

\$172.00

6905156

1

\$2,567.28

\$2,567.28

7110394

1

\$975.84

\$975.84

Total of Items Quoted	\$68,191.12
Dealer P.D.I.	\$200.00
Freight Charges	\$1,673.00
Dealer Assembly Charges	\$24.50
Quote Total - US dollars	\$70,088.62

Notes:

**Prices per the Sourcewell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID#* [REDACTED]

**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? X YES NO

Exempt in the State of Illinois

Tax Exempt ID: [REDACTED]

FEDERAL - [REDACTED]

STATE - [REDACTED]

Expiration Date: 2025

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

C0FD2A139D06489

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

DocuSigned by:

7E42BBF817A64CC

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz

(NAME PRINTED OR TYPED)

Chad Coauette

(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clark Equipment Company dba Bobcat Company

Authorized Signatory's Title Director, Government Accounts

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on May 30th, 2019

Sourcewell Contract # 040319-CEC

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: **Clark Equipment Company dba Bobcat Company**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A			

Proposer's Signature: _____

Date: 3-29-2019**Sourcewell's clarification on exceptions listed above:**

Contract Award
RFP #040319

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,
ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Clark Equipment Company dba Bobcat Company Date: 03-29-2019

Company Address: 250 East Beaton Dr.

City: West Fargo State: ND Zip: 58078

CAGE Code/DUNS: 1QK63 / 152762931

Contact Person: Randy L. Fuss Title: Director, Government Accounts

Authorized Signature:  Randy L. Fuss
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

C0FD2A139D06489

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

DocuSigned by:

7E42B8F817A64CC

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz

(NAME PRINTED OR TYPED)

Chad Coquette

(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

Clark Equipment Company dba Bobcat Company

Authorized Signatory's Title

Director, Government Accounts

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Ramsey L. Fuss

Executed on May 30th, 2019

Sourcewell Contract # 040319-CEC

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

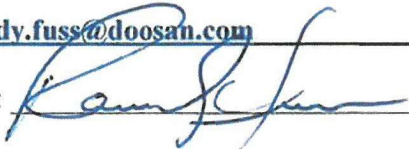
Company Name: Clark Equipment Company dba Bobcat Company

Address: 250 East Beaton Dr.

City/State/Zip: West Fargo, ND. 58078

Telephone Number: 701-241-8746

E-mail Address: randy.fuss@doosan.com

Authorized Signature: 

Authorized Name (printed): Randy L. Fuss

Title: Director, Government Accounts

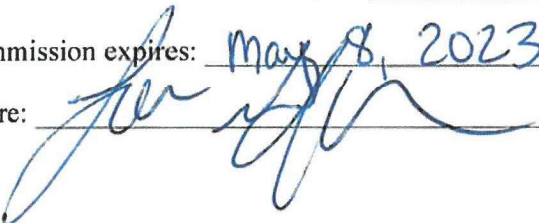
Date: 3-29-2019

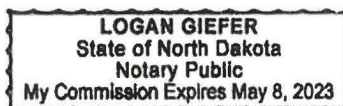
Notarized

Subscribed and sworn to before me this 29 day of March, 2019

Notary Public in and for the County of Cass State of ND

My commission expires: May 8, 2023

Signature: 



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Clark Equipment Company dba Bobcat Company

Questionnaire completed by: Randy L. Fuss Director, Government Accounts

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

- **Bobcat Company**
Terms: Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

- **Bobcat Company**
We provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the authorized dealer locations and other third party financing organizations such as; Wells Fargo, PNC, and National Cooperative Leasing.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

- **Bobcat Company**
 - Quote preparation will be completed by the Government Accounts Department or Bobcat Dealer Sales Representative
 - Quote presented will include ordering instructions to submit to the Government Accounts Department or respective Bobcat Dealer
 - **All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability.**
 - Order is entered into the ERP System
 - Dealer is notified of order and any special requirements and install instructions
 - Machine is built, inspected and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer
 - Bobcat Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training.
 - Bobcat Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance.
 - Bobcat Company or Bobcat Dealer invoices customer

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Bobcat Company

Yes, Bobcat Company will accept government purchase cards to satisfy payment requirements. Currently, Bobcat Company does not charge any additional fees for credit card payments.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Bobcat Company

All Bobcat Skid Steer Loaders, Compact Track Loaders, and Mini-Excavators will include a 24 month/Unlimited hours warranty. All other products to include; Toolcat, Utility Vehicles, Mini-Track Loaders, and Versa-Handlers will include a 12 month/Unlimited hours warranty. (See Attached Warranty Statements)

- **Do your warranties cover all products, parts, and labor?**
 - **Bobcat Company**
 - Warranties will cover all parts and labor within the specified warranty period.
- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**
 - **Bobcat Company**
 - Customary to the manufacturing industry, usage limitations such as; length of time or number of month (i.e. 12 months) and/or the number of hours (i.e. 2000 hours). Optional Manufacturers Warranty would also follow the aforementioned number of months/hours methodology.
 - Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time
- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**
 - **Bobcat Company**
 - Travel time for technicians will not be covered to perform warranty repair.
- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?**
 - **Bobcat Company**
 - Bobcat Company has nearly 600 independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state that will stand ready to perform service and warranty work to best serve the government customers.
- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**
 - **Bobcat Company**
 - Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note, all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.
- **What are your proposed exchange and return programs and policies?**
 - **Bobcat Company**

- Exchange and returns rarely occur, however in the event that the situation(s) shall arise, Bobcat Company will work with the customer on a case by case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations.

6) Describe any service contract options for the items included in your proposal.

○ **Bobcat Company**

- Service contracts will be only offered by the Bobcat independently owned and authorized dealers
- If so chosen by the customer, service contracts through the Bobcat dealer can be quoted and ordered in conjunction with contract items.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

- **Bobcat Company's** product lines fit within the scope of this Sourcewell RFP. Our breadth of products include the following for Sales, Lease and Rental; Skid Steer Loaders, Compact Track Loaders, Compact and Mini Excavators, Mini Track Loaders, Utility Work Machines (Toolcat®), Compact Tractors, Utility Vehicles, and Versa-Handlers. Our product offering will be expanded in 2020 to include Small Articulating Loaders and Compact Wheel Loaders.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- **Bobcat Company's** pricing model will be a percentage discount off manufacturers suggested list price by product category. (See Bobcat Company Price Pages attached)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

- **Bobcat Company** discounts will range from 16% to 30% off the manufacturers suggested list price depending on product category. Throughout the term of the contract, Bobcat Company will offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities. (See attached Bobcat Company Price Pages)

10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X d. other than what the Proposer typically offers (please describe).

- Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments. Because of the ceiling based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.

11) Describe any quantity or volume discounts or rebate programs that you offer.

Bobcat Company

- Quantity or volume discounts are available upon request. Like models, factory installed options and attachments with quantities of 3 or more receive favorable discount considerations beginning with 1% additional discount and/or freight cost reductions.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Bobcat Company

- Bobcat Company will allow for “sourced” goods/products or related services or “open market” item or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. For example, items such as aftermarket attachments not offered by Bobcat Company will be offered at the dealer price plus 10% and the dealer invoice will be collected for record retention.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Bobcat Company

- Additional total cost of acquisition may include items such as dealer installation of parts and accessories, set up and pre-delivery inspections. Costs are associated with the local dealers shop and labor rates.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Bobcat Company

- Freight costs (varies by product type) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Units will be shipped from the factory to the nearest assigned dealer for pre-delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the customer to arrange final delivery within the appropriate delivery times determined by the customer.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Bobcat Company

- In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, ferry, and freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order and it is customary for Bobcat Company to work with the customer if there is a desired delivery method specified by the customer.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Bobcat Company

- Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost effective methods.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Bobcat Company

- From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat Dealers by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System in order to comply with contract discounts and pricing for quoting consistency in accordance to the awarded contract. All orders will be verified and processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for quarterly reporting to Sourcewell and administrative fee remittance.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Bobcat Company

Bobcat Company proposes an administrative fee structure of no more than 1%. This proposed discount will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Bobcat Company

Bobcat Company hold certificates in accordance ISO 9001-2015 (see attached certificates)

- 20) Describe any environmental management system certifications obtained by your organization.

Bobcat Company

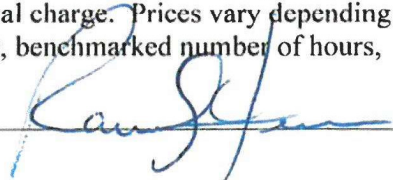
Bobcat Company holds certificates in accordance with ISO 14001 Environmental Management Systems certification (see attached certificate)

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Bobcat Company

Preventative maintenance programs are available and may be purchased through the local dealer for an additional charge. Prices vary depending on model, level of service program desired (i.e. number of times per year, benchmarked number of hours,

Signature: _____



Date: 3-29-2019



Bobcat®

**Toolcat Utility
Work Machines**

UW53, UW56



***One Tough
Animal®***

THE RIGHT TOOL FOR ANY JOB

With the best features of an entire fleet of equipment, this one-of-a-kind, do-it-all machine is in a league of its own.

When you've got plenty to do, versatility is essential. Why slow down to start up another machine? Why take up valuable space with machines that might only be used occasionally? Why deal with the extra maintenance and costs of having multiple machines when you only need one?

Toolcat™ utility work machines do many of the jobs you'd do with a pickup truck, compact tractor, utility vehicle or attachment carrier and more. Add the precise maneuverability of all-wheel steer, and you have the most versatile worker in your fleet or on your estate.



PICKUP TRUCK

The Toolcat UW56 offers cargo and trailer-towing capabilities comparable to most half-ton pickup trucks.

COMPACT TRACTOR

The Toolcat UW53 is equipped with a 3-point hitch, PTO and one set of rear remote hydraulics for use with Category 1 implements.

SKID-STEER LOADER

Toolcat utility work machines can operate more than 45 front-mounted attachments, plus they have great maneuverability for tight working areas.



+



=



UTILITY VEHICLE

With a 2,000-pound cargo box capacity and 4,000-pound towing capacity, Toolcat utility work machines give you and a co-worker a powerful way to haul materials and supplies quickly from point to point.

ANY DAY. ANY JOB.

Maximize your production and return on investment by connecting your Toolcat utility work machine to one of more than 45 attachments. Changes take less than a minute – so it's simple to mow in the morning, remove downed trees in the afternoon and dig post holes in the evening. It's an investment you can leverage a different way every day, all year round.

Want to make sure you get the most out of your machine? Purchase the attachments you regularly use, like a mower, so they're there when you need them. For one-time projects, rent the attachments you need, like a stump grinder, from your local Bobcat dealer.

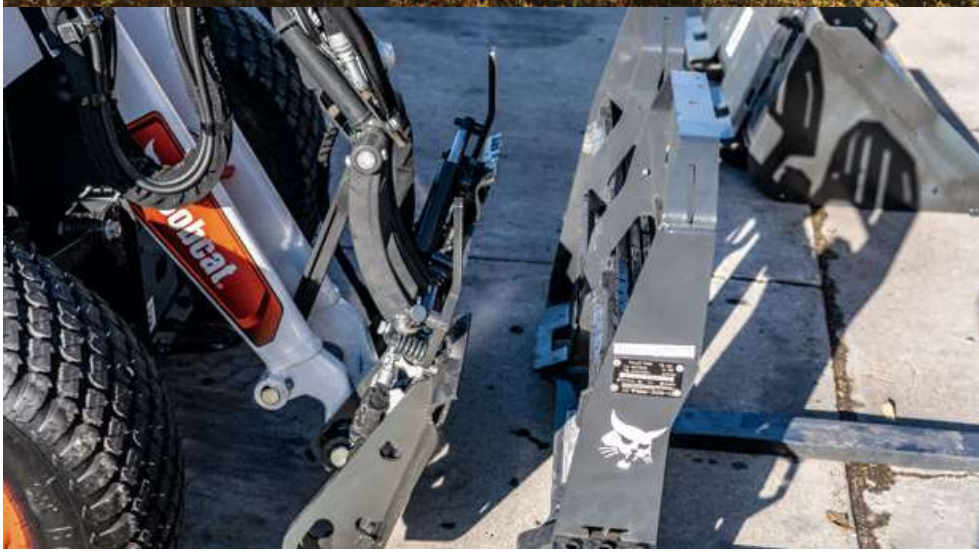
The Toolcat utility work machines have additional features not found in other types of equipment that help increase attachment productivity – so you can get more done in a day:

- Lift arm float
- Horsepower management
- Hydrostatic drive
- Variable flow hydraulics
- Fingertip auxiliary control
- Drive response
- Dual-direction detent
- Cruise control
- High-flow hydraulics
- Attachment control kit

One person can change attachments in less than a minute. With the standard Bob-Tach® attachment mounting system, attachment hookup is quick and easy.

With the optional Power Bob-Tach system, you can change non-hydraulic attachments without leaving the comfort of your cab. Just line up the attachment and flip the switch.





Joystick and Attachment Control Kit

Command the attachment and make on-the-fly adjustments with a simple-to-operate joystick and effortless fingertip auxiliary control. Secondary attachment functions, like angle adjustments on the broom, blade or soil conditioner, are at your fingertips with the optional attachment control kit.

Pressure Relief Quick Couplers

This unique design releases trapped line pressure and provides easier hydraulic attachment hookup.

Optional High-Flow Hydraulics

With optional high-flow hydraulics, you can maintain torque and attachment speed under a heavy load. You'll notice the difference on tough jobs requiring high power, like stump grinding, blowing snow and digging postholes.

Speed Management

New to the Toolcat utility work machine lineup, you can now use speed management to set your engine speed to the optimal setting for the attachment that you're operating, then dial in your desired travel speed. Speed management is helpful for operating attachments that require a slow and consistent travel speed while maintaining high engine speeds, such as a soil conditioner or snowblower. Use speed management to set the maximum travel speed at full stroke of the accelerator pedal.

Get more done on the job with these Bobcat attachments:

3-point hitch adapter	Pallet fork, standard
Angle broom	Rock bucket
Auger	Salt/sand spreader
Bale fork	Scraper
Box blade	Seeder
Brushcat™ rotary cutter	Snow blade
Bucket	Snowblower
Chipper	Snow pusher
Combination bucket	Snow v-blade
Dozer blade	Sod layer
Dumping hopper	Soil conditioner
Flail cutter	Spreader
Grader	Stump grinder
Grapple, industrial	Sweeper
Grapple, utility	Tiller
Landplane	Tilt-Tatch™ device
Landscape rake	Trencher
Mower	Utility fork
Pallet fork, hydraulic	

Find detailed attachment information and specifications at Bobcat.com

VERSATILITY

UW53

Bobcat

4x4

HEADS OR TAILS ... **YOU WIN.**

With the ability to use front-mounted attachments and rear-mounted implements on the UW53, buildings and grounds crews, landscapers, agriculture producers, property owners, and others can reduce the time spent stopping to change attachments and get more done in less time.

The Toolcat UW53 and UW56 have the abilities of a compact loader and attachment carrier with a front lift arm that has a rated operating capacity (ROC) of 1,500 pounds. The UW53 increases your productivity even more with its 3-point hitch and PTO. You can buy, rent and use Category 1 3-point implements of up to 1,775 pounds to do hundreds of different tasks. A pair of rear remote hydraulics are standard for adjusting and controlling individual implement functions.





VERSATILITY



YOU'RE THE MASTER OF ALL TRADES.

Many standard features are designed to give you the most flexibility for the work you do. Two cargo bins accommodate tools and supplies for the job – up to 50 pounds each. A standard 2-inch receiver hitch allows for a wide variety of towing and transport possibilities. Even the raised cooling package gives you more cooling efficiency for heavy-duty jobs. Plus, the UW53 has all of the front-mounted attachment capabilities and the same comfortable cab as the Toolcat UW56. With the right combination of complementary attachments and implements, you can switch instantly from one job to the next – or complete two tasks in one pass.

ATTACHMENTS AND IMPLEMENTS

Use the standard 3-point hitch on your Toolcat UW53 to hook up your Category 1 implements and maintain the ability to carry front-mounted attachments on the Toolcat lift arm.

3-POINT HITCH DEPTH INDICATOR

Easily position your implement for the best possible performance. If uneven terrain threatens to slow down your work, the mechanical float feature maintains constant contact with the ground for reliable implement performance when traveling across bumps and dips.

REAR REMOTE HYDRAULICS

Rear remote hydraulics increase capabilities to the rear of the UW53. One pair comes standard on all machines.

SIMPLE, IN-CAB ACTIVATION AND CONTROLS

You control the PTO and rear remote hydraulics with easy-to-reach, easy-to-use cab-mounted switches. Raise and lower the 3-point hitch with a simple in-cab lever for easy operation.

5-INCH DIGITAL DISPLAY

Use the 5-inch display to continuously monitor the rpm of the PTO and engine, as well as fuel level, fault codes, and video display for the optional rear view camera.

REAR PTO

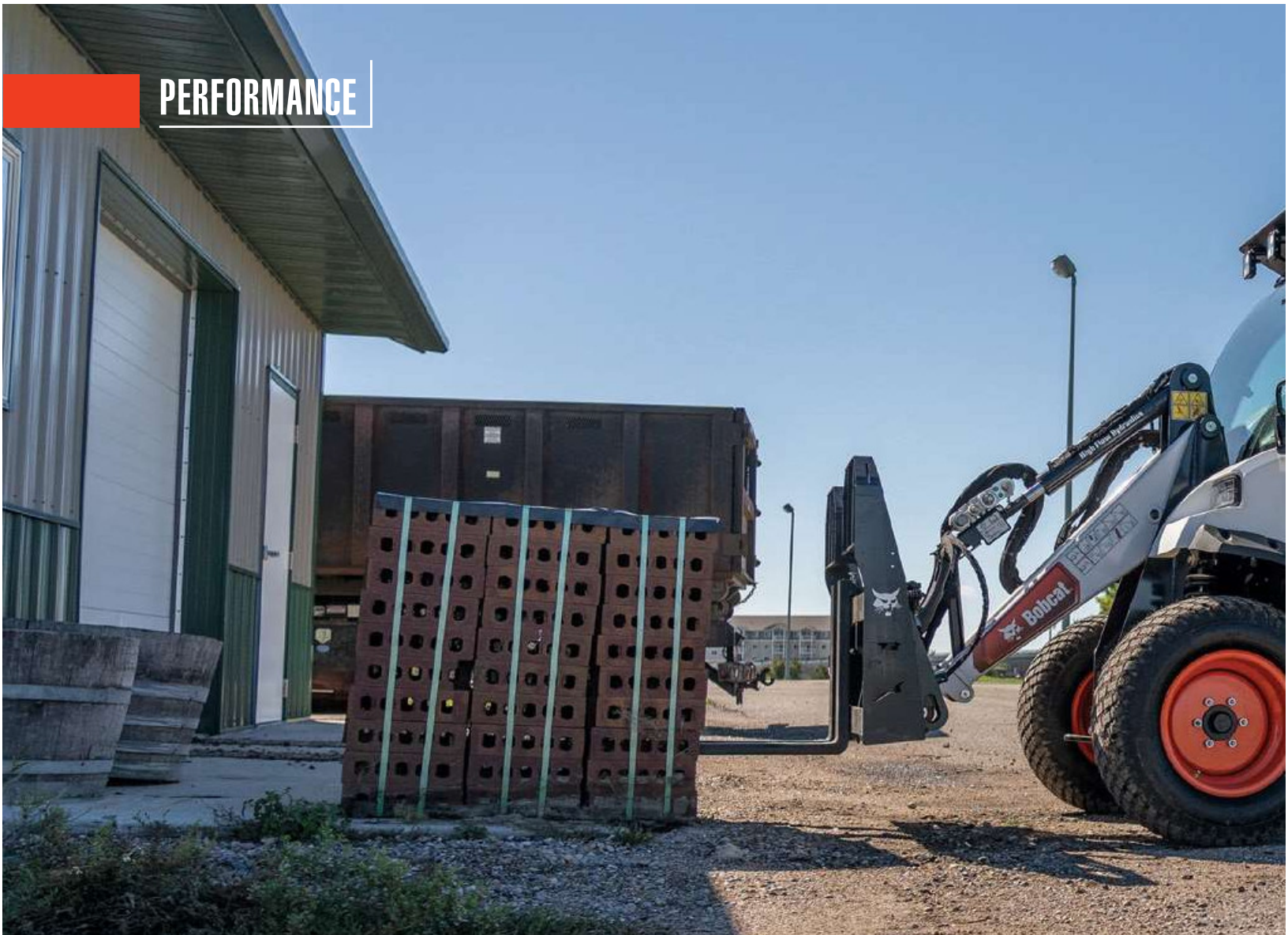
The UW53's PTO is simply activated with a switch in the cab, and it powers your rear-mounted, PTO-powered implements: mowers, augers, tillers and more.



USE A VARIETY OF 3-POINT IMPLEMENTS WITH THE TOOLCAT UW53:

Angle blade	Rotary cutter
Auger	Seeder
Box blade	Tiller
Finish mower	Tine rake





SOLID FOOTING FOR ANY TASK

The Toolcat utility work machines offer four-wheel independent suspension. Each wheel travels up and down independently, isolating the frame from changes in the terrain. This keeps the wheels in contact with the ground over bumps and through dips to increase traction. Compare a Toolcat machine to a tractor, other types of loaders and even utility vehicles. One of the first things you'll notice is the increase in comfort. It is hard to believe that a tough Toolcat utility work machine can deliver such a smooth ride. But four-wheel independent suspension doesn't just offer a great ride. With the Toolcat suspension, you can travel at higher speeds in greater comfort – and get the job done faster!



When traveling to and from your jobsite or around your ranch, the four-wheel independent suspension provides a comfortable ride – even at the top speed of 16.5 mph.

OPERATOR COMFORT

- Independent suspension absorbs changes in terrain, providing a more comfortable ride.
- Increased wheel-to-ground contact reduces bounce and vibration.
- Long wheelbase lessens the impact of bumps and dips and evenly distributes the weight of the machine.

ATTACHMENT PERFORMANCE

- The frame is isolated from the wheels, lessening the movement of the attachment in bumpy terrain. This increases your productivity in applications that demand steady contact with the ground, such as mowing and snow removal.
- Spillage and vibration are reduced when carrying materials.

SUPERIOR LIFTING AND CARRYING

When maximum lift or payload capacity is reached, suspension stops provide the support needed in the front and rear of the machine to deliver lift-and-carry performance.

A-Frame Control Arms Each wheel travels up and down independently of each other and the frame – isolating the machine from changes in the terrain to improve ride and attachment performance.

Coil Spring Suspension A coil spring at each wheel compresses and expands to help absorb and control up-and-down movement and maximize wheel-to-ground contact and traction.

Shock Front and rear shocks absorb vibrations and help provide a smooth, comfortable ride.

Suspension Stop Rubber stops provide support at maximum lift or payload capacity.



MAXIMUM TRACTION. MINIMAL DISTURBANCE.

Snow, ice, loose gravel or dirt ... bring 'em on. They can't slow you down in the Toolcat utility work machine.

MAXIMIZE TRACTION WITH ADVANCED HYDROSTATIC TRACTION CONTROL.

The Toolcat hydrostatic traction control (HTC) drive system automatically manages the torque split between the high-traction and low-traction tires. If one wheel loses tractive effort, HTC ensures the wheel with the most traction receives the most torque – without the need to engage any locks, buttons or levers.

For the ultimate in off-road traction, an optional enhanced HTC system selectively pulses the brake on low-traction tires, preventing wheel spin and mechanically forcing torque to the tires with the most traction automatically.

DRAMATICALLY REDUCE GROUND DISTURBANCE.

Many four-wheel drive systems utilize locking differentials which cause “binding” and turf damage when turning. HTC eliminates this four-wheel drive characteristic from the Toolcat drivetrain, minimizing turf tear-out when working on grass. Together with its four-wheel drive and all-wheel steering, the Toolcat drivetrain provides the perfect balance of excellent traction, smooth turning, minimized tire wear and outstanding turf protection.

POWER THROUGH YOUR TOUGHEST JOBS WITH HORSEPOWER MANAGEMENT.

During an uphill climb, or when you dig into a pile, Bobcat® horsepower management sustains engine rpm and maintains optimum attachment performance.

THAT'S NOT ALL.

Other features that maximize traction and maneuverability:

- Hydrostatic drive
- Hydrostatic braking system
- Cruise control
- Shift-on-the-fly 2-Speed option



Hydrostatic traction control works with 4WD and all-wheel steer to minimize turf damage or loss of traction in soft ground conditions.





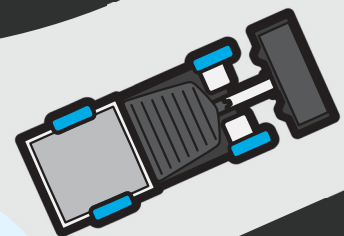
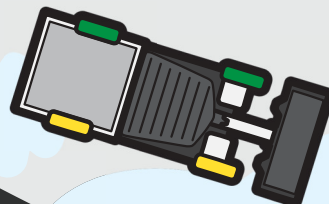
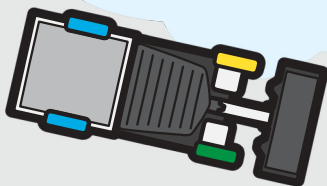
TWO DRIVE MODES

The drive response system provides two drive modes for the best combination of speed, torque and performance for the task.

Yellow — Reduced tractive effort

Green — Tractive effort

Blue — Full tractive effort



Toolcat HTC ensures the wheel with the most traction receives the most torque — without the need to engage any locks, buttons or levers.

Turn around in smaller spaces without backing up to save time and reduce damage to grass and marks on pavement.



WORK CIRCLES AROUND A TIGHT JOB.

Precise, responsive all-wheel steering makes the Toolcat utility work machine extremely maneuverable and easy on turf. And with its hydraulic power steering, you have nearly effortless control.

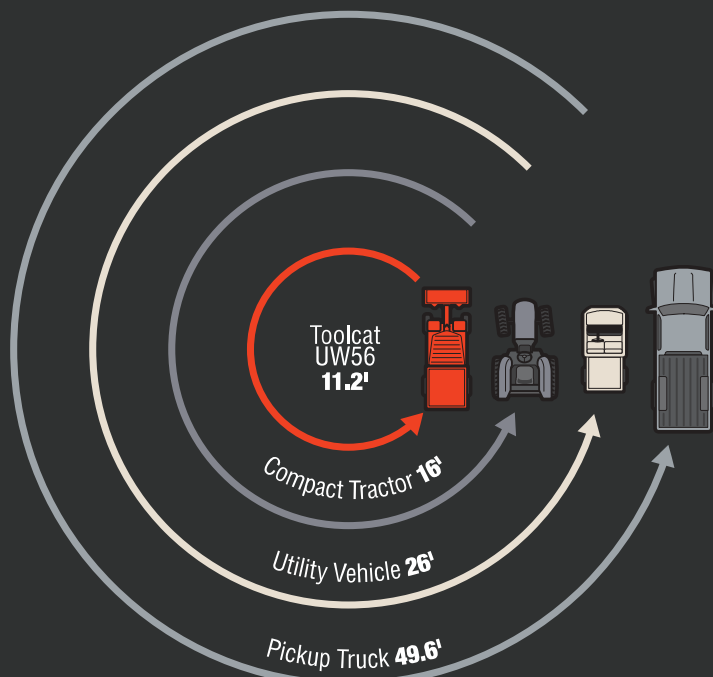
Front-wheel steer vehicles have a large turning radius that limits maneuverability in tight areas. They have to back up – often several times – to change direction or make the turn. Plus, the rear wheels skid through a tight turn and damage lawns or leave marks on driveways. With a Toolcat utility work machine, you can mow around trees, push snow around tight corners, maneuver through horse corrals and barn stalls, and turn in tight spaces without having to back up.

REDUCE GROUND DISTURBANCE WITH ALL-WHEEL STEER.

Each wheel of the Toolcat utility work machine moves separately through the turning arc and rolls smoothly through the turn. That means you won't have to spend time re-installing sod or planting grass after the job is done. Different tire options offer increased ground protection with the right balance of traction. Using all-wheel steer is not recommended when operating 3-point implements on the UW53.

SWITCH TO FRONT-WHEEL STEER WHENEVER YOU NEED IT.

You can switch from all-wheel steer to front-wheel steer and back as the job requires. Make sure all four tires are straight using the wheel alignment indicators on the 5-inch display, then simply press a button to toggle between steering modes.



Even when it fits, it's often not worth the trouble to take a machine with limited maneuverability into confined working conditions. With a turning radius of 11.2 feet, the Toolcat utility work machine can do more in tight spaces.



Each wheel of the Toolcat utility work machine moves separately through the turning arc and rolls smoothly through the turn.



RUGGED ON THE OUTSIDE. METICULOUS ON THE INSIDE.

Even people without equipment experience are surprised to see how easy our equipment is to operate. Bobcat gives you the highest satisfaction levels in compact equipment, thanks to the careful design of our dash and comfort features. The panoramic cab offers a clear view of attachments and surroundings. Everything you need to do your work is cleanly laid out, within easy reach and most importantly, simple to use. You'll find a variety of creature comforts like a large storage tray, deep cup holders for tall beverages and a USB port to keep devices charged and ready.



HYDRAULIC DUMP CARGO BOX

With the UW56's standard hydraulic dump cargo box, you can quickly unload brush and debris without even leaving the cab.

EASY ENTRY AND EXIT

The wide, low door opening allows you to easily step in and out of the machine.

OPTIONAL RADIO SYSTEM

Take your favorite music and radio programming to the job.

IN-CAB 3-POINT HITCH CONTROL

A smooth, easy-to-reach lever in the cab raises and lowers the 3-point hitch on the UW53 and operates the hydraulic dump box on the UW56.

TRAVEL SELECTION LEVER

The travel selection lever makes changing travel directions a simple task: just forward and reverse; that's it!

ENCLOSED CAB WITH HEAT AND AIR CONDITIONING

The fully enclosed cab with standard heat and air conditioning keeps you comfortable during high heat or bitter cold. 360-degree adjustable vents provide maximum efficiency and defrosting capabilities. The system forces air distribution where it's needed most for a comfortable workday or night. The cab air filter provides cleaner air for extra comfort.



REAR VIEW CAMERA

The optional rear view camera gives operators ideal visibility at the back of the machine for a variety of activities and tasks. With the UW56, you can choose your preferred mounting location: behind the cab for a better view of the cargo box and great dumping visibility, or a rear frame location for an unobstructed view behind the box that makes it easy to monitor ball hitch connections and towing.

JOYSTICK CONTROLS

Let your fingertips do the work.

Attachment Controls

Convenient, intuitive and ergonomic attachment controls are located right on the joystick – so you can operate attachments without the need to look away from the work.

Wiper Button

Clear away dust, water and mud without stopping or looking away from the action.



ERGONOMIC STEERING WHEEL

Take control of the job with a steering knob that allows you to navigate tight turns with one hand while using the joystick to control attachments.

INTEGRATED 5-INCH DISPLAY

This easy-to-use display puts controls and information in the right place for easy access and operation.

REDESIGNED LIGHTING. REVOLUTIONIZED WORKING.

Gain optimal visibility in low-light working conditions and long-term durability.

- Embedded road lights are integrated within the front fenders for protection and unobstructed illumination.
- LED lights increase light dispersion and intensity, improving productivity in the dark.
- Operators can adjust the direction of the LED lighting for more flexibility to improve visibility in a variety of low-light working conditions.
- The rear work light is optimized for better light dispersion.
- The LED work light spreads light around the area for added visibility in darkness or fog.
- An additional metal bracket on the brake lights provides extra protection.

CRUISE CONTROL

Adjust machine speed with the push of a button. This feature helps reduce fatigue during tough jobs that require a steady speed, such as spraying weeds or spreading material with attachments.

MORE UPTIME. LESS UPKEEP.

Thousands of people use Bobcat equipment to make their living and build their reputations. The Toolcat utility work machines are engineered to meet the same standards as the rest of the Bobcat equipment lineup. Our machines are rigorously tested in a wide range of applications, including construction, agriculture, military, grounds maintenance and landscaping.

Bobcat designs the durable Toolcat machines – both the UW56 and UW53 – with maintenance points that are easy to find and reach, because when upkeep is quick and easy, maintenance is more likely to get done. That means you'll get peak performance day in and day out for years to come.

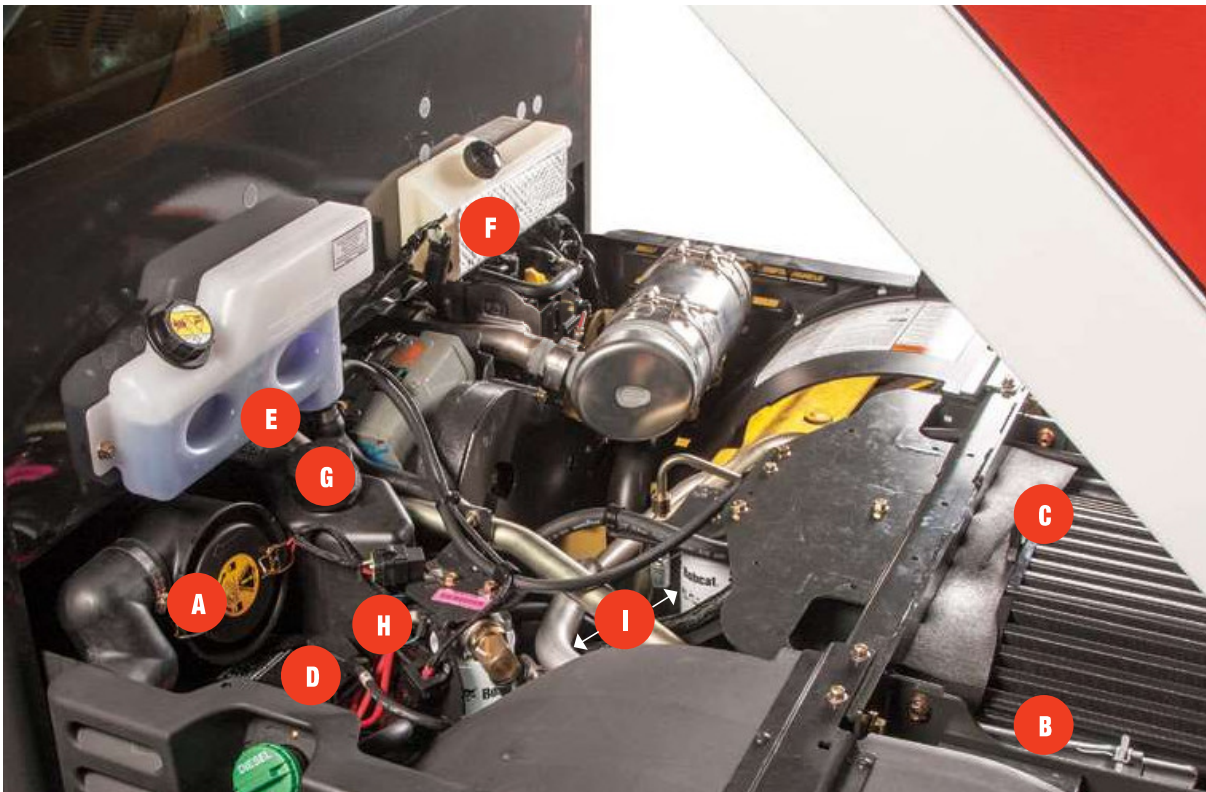


KEYLESS START

Stop searching for missing keys and reduce the risk of theft or unauthorized use with keyless start.

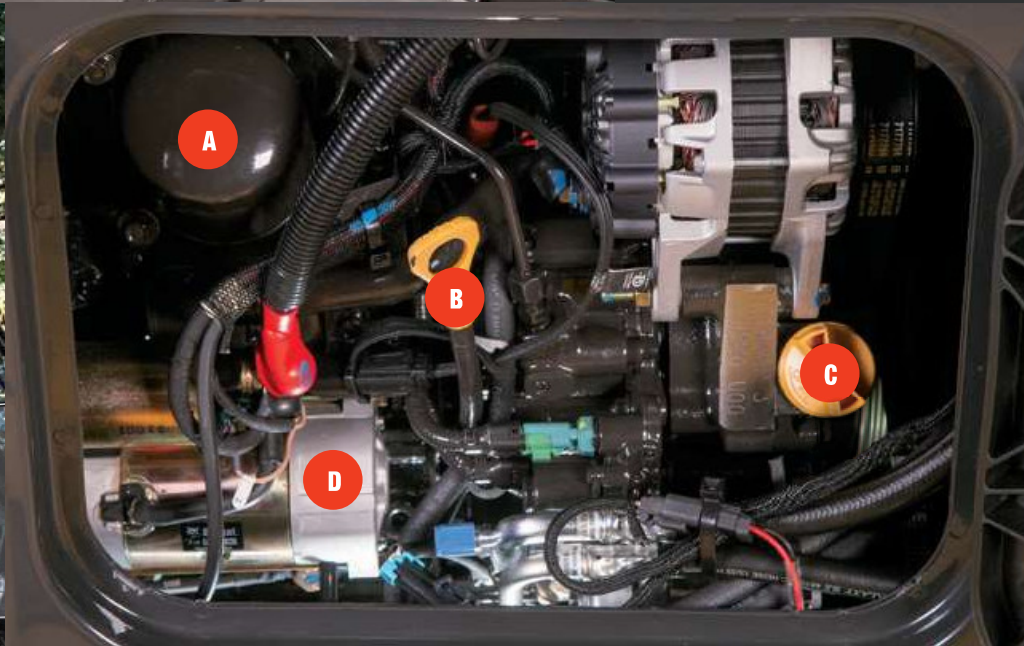
BATTERY RUNDOWN PROTECTION

Lights automatically shut off to prevent accidental battery discharge.



Under the cargo box:

- A** Air cleaner
- B** Radiator
- C** Quick release radiator screen
- D** Battery
- E** Coolant reservoir
- F** Windshield washer fluid reservoir
- G** Hydraulic oil fill
- H** Hydraulic oil sight gauge
- I** Hydraulic oil filters



Behind the side access panel:

- A** Engine oil filter
- B** Engine oil dipstick
- C** Engine oil fill
- D** Starter

MACHINE PROTECTION

Toolcat utility work machines monitor engine and hydraulic functions. If conditions risk damage to the engine or hydraulic components, the system will alert the operator and, if necessary, de-rate engine power as well as hydraulic flow. It still allows the operator to complete the job at hand or move the machine to another area for diagnosis.

RIGID SPINE FRAME

The innovative spine frame – the foundation of our engineering design – tackles the toughest jobs without twisting and provides excellent balance when lifting, digging, pushing heavy snow and traveling on uneven ground. Its design protects components from dirt, debris and foreign objects, as well as delivers easy access to routine maintenance items.

TOOL-FREE FUEL FILTER ACCESS

An easy-to-remove panel gives you quick access to the fuel filter. No tools necessary.

750-HOUR OIL CHANGE INTERVAL

An extended engine oil change interval of 750 hours allows you to do more work before stopping for regular maintenance.

SPECIFICATIONS



Model	UW53	UW56
Performance		
Rated Lift Capacity (lift arm)	1500 lb. (680 kg)	1500 lb. (680 kg)
Cargo Box Capacity	—	2000 lb. (907 kg)
Towing Capacity	4000 lb. (1814 kg)	4000 lb. (1814 kg)
3-Point Hitch Capacity (24 in. behind lift points)	1775 lb. (806 kg)	—
PTO Horsepower	25.0 hp (18.6 kW)	—
Storage Bin Capacity (each)	50 lb. (22 kg)	—
Machine Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger)	2200 lb. (998 kg)	2200 lb. (998 kg)
Total Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger, and tow weight if equipped with a hitch)	4200 lb. (1905 kg)	4200 lb. (1905 kg)
Travel Speeds		
Low Range	8.0 mph (12.9 km/hr.)	8.0 mph (12.9 km/hr.)
High Range	16.5 mph (26.5 km/hr.)	16.5 mph (26.5 km/hr.)
Reverse	8.0 mph (12.9 km/hr.)	8.0 mph (12.9 km/hr.)
Travel Speeds With Optional 29 x 10.5-15 Tires		
Low Range	8.5 mph (13.7 km/hr.)	8.5 mph (13.7 km/hr.)
High Range	17.5 mph (28.1 km/hr.)	17.5 mph (28.1 km/hr.)
Reverse	8.5 mph (13.7 km/hr.)	8.5 mph (13.7 km/hr.)
Dimensions		
Cab Height	81.0 in. (2057 mm)	81.0 in. (2057 mm)
Cab Height With Optional 29 x 10.5-15 Tires	82.0 in. (2083 mm)	82.0 in. (2083 mm)
Overall Length With Standard Bucket	181.0 in. (4597 kg)	172.1 in. (4372 mm)
Overall Width With Track Tires	60.0 in. (1524 mm)	60.0 in. (1524 mm)
Ground Clearance	8.0 in. (203 mm)	8.0 in. (203 mm)
Ground Clearance With Optional 29 x 10.5-15 Tires	9.0 in. (229 mm)	9.0 in. (229 mm)
Operating Weight	5710 lb. (2590 kg)	5680 lb. (2576 kg)
Outside Turning Diameter (AWS)	134.6 in. (3419 mm)	134.6 in. (3419 mm)
Lift Height	83.3 in. (2116 mm)	83.3 in. (2116 mm)
Lift Height With Optional 29 x 10.5-15 Tires	84.3 in. (2141 mm)	84.3 in. (2141 mm)
Engine		
Horsepower	61.0 hp (45.5 kW)	61.0 hp (45.5 kW)
Engine Type	Diesel	Diesel
Fuel Tank Capacity	20.0 gal. (76.0 L)	20.0 gal. (76.0 L)
Machine Protection Feature	Std	Std
Battery Rundown Protection	Std	Std
Horsepower Management	Std	Std



Model	UW53	UW56
Machine Features		
Comfort Features		
Cab With Heat and Air Conditioning	Std	Std
Cruise Control	Std	Std
Radio	Std	Opt
Driver's Side Suspension Seat	Opt	Opt
Floorboard Riser Kit	Opt	Opt
Intermittent Windshield Wipers	Std	Std
Step Kit	Opt	Opt
LED Front Work Lights	Std	Std
LED Rear Work Lights	Std	Opt
Road Light Kit	Std	Opt
Turn Signals/Flashers	Std	Opt
Performance Features		
Four-Wheel Drive	Std	Std
Four-Wheel Independent Suspension	Std	Std
Limited Slip Differentials	Std	Std
Traction Control	Std	Opt
2-Speed Transmission	Std	Std
Hydraulic Dump Cargo Box	—	Std
Rear Window Guard	—	Opt
2 in. Rear Receiver Hitch	Std	Std
PTO	Std	—
3-Point Hitch	Std	—
Rear Remote Hydraulics	Std	—
Machine Safety Features		
ROPS/FOPS Approved Cab Structure	Std	Std
Toolcat Interlock Control System (TICS™)	Std	Std
Back-up Alarm and Horn	Std	Opt
Keyless Start System	Std	Std
Features for Attachments		
Auxiliary Hydraulics	Std	Std
Hydraulic Standard Flow	18.8 gpm (71.0 L/min.)	18.8 gpm (71.0 L/min.)
Hydraulic High Flow	Std. 27.9 gpm (105.0 L/min.)	Opt. 27.9 gpm (105.0 L/min.)
Hydraulic Pressure	3000 psi (207 bar)	3000 psi (207 bar)
Power Bob-Tach Mounting System	Std	Opt
Pressure Release Hydraulic Quick Couplers	Std	Std
Fingertip Auxiliary Control	Std	Std
Attachment Control Kit	Std	Opt
Lift Arm Float Functionality	Std	Std
Dual-Direction Detent	Std	Std
Speed Management	Std	Std
Drive Response	Std	Std



Toolcat utility work machines offer over 6½ feet of lift height for loading or placing materials.

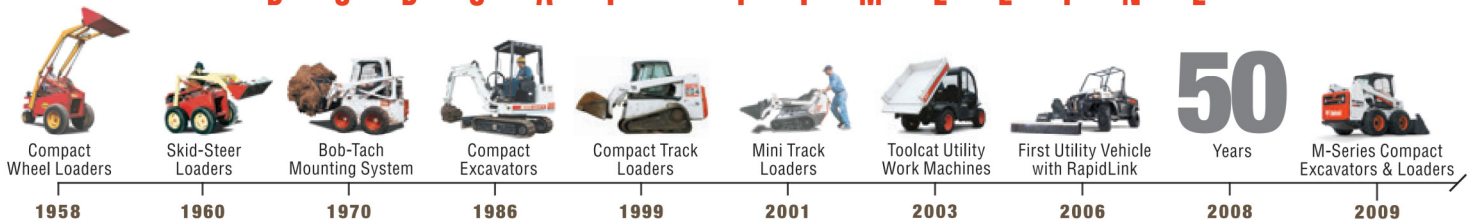
The Toolcat UW53 3-point hitch can utilize Bobcat implements – plus all of your Category 1 3-point hitch implements from other manufacturers.

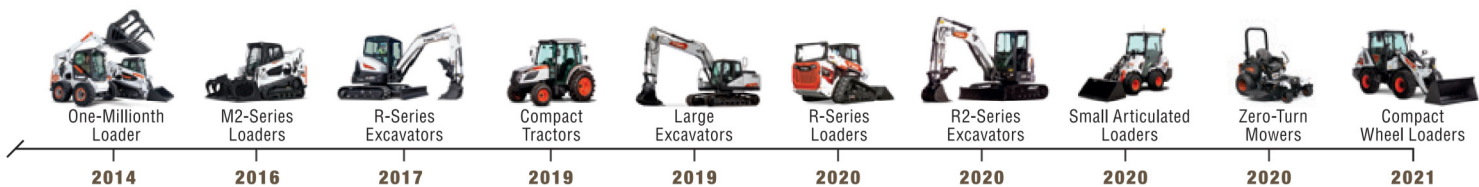


Compact and agile, the Toolcat utility work machines achieve a tighter turning radius than most ATVs. All-wheel steer allows you to maneuver in tight spaces without having to reposition. Turn around trees and through tight corners, and get in and out of small barns and buildings.



B O B C A T T I M E L I N E







YOU ARE ONE TOUGH ANIMAL.®

Everything we put into Bobcat equipment is designed to make more of whatever you bring to the job. Whether it's strength, versatility, speed or agility, it's built around you.

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.

DOOSAN

Bobcat Company is a member of the Doosan Group. Doosan is a global leader in construction, grounds maintenance and material handling equipment, power and water solutions, and engineering that has proudly served customers and communities for more than a century. Bobcat®, the Bobcat logo and the colors of the Bobcat machine are registered trademarks of Bobcat Company in the United States and various other countries. ©2022 Bobcat Company. All rights reserved.



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Bobcat Company
250 East Beaton Drive • West Fargo, ND 58078

Bobcat.com



Bobcat®

One Tough Animal. 72



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve a Worker's Compensation Claim Settlement Involving Lead Fleet Technician James Houk, in the Amount of \$130,759.50, as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Worker's Compensation Settlement 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: This is an accepted Illinois claim for bilateral shoulder injuries. The settlement will be finalized at \$130,759.50, representing 15% loss of person-as-a-whole for each shoulder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$130,759.50 will be paid by the City's third-party Worker's Compensation Administrator from the City's escrow account.

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



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Agreement with Walker Consultants, Inc., for the Lincoln Garage Rehabilitation Project, in the Amount of \$89,550, as requested by the Public Works 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: If approved, the City will enter into an agreement with Walker Consultants, Inc. for pre-design/repair program development, construction document preparation, bidding services, and construction administration services for the Lincoln Garage Rehabilitation project. Ongoing maintenance and repairs to the City's parking garages are needed to keep the facility operational and safe for customers.

In 2022, some repairs were completed at the Lincoln Garage, including the replacement of the roof-level sealants and overhead concrete repairs. Based on previous surveys performed by Walker Consultants, \$1.1 million was included in the Fiscal Year 2024 budget for additional necessary repairs within the structure. The anticipated repairs include the replacement of joint sealants on lower levels, application of traffic-bearing membrane, typical concrete repairs, and replacement of floor drains and piping. Repairs are anticipated to be bid in early 2024 and completed in the summers of 2024 and 2025.

Through Request for Qualifications ("RFQ") 2022-25 (Resolution 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established ten categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the nine selected firms under the Structural (large) category, which is the key service for the project as described above, and determined Walker Consultants to be the most qualified firm to do the work that best meets the City's needs. Based on Walker Consultants' selection under RFQ 2022-25 and their experience with design and construction document preparation for all City garages, Walker Consultants was asked to submit a proposal for scope and fees associated with the Lincoln Garage Rehabilitation Project. Given their familiarity with the Lincoln Garage, they are the most appropriate firm for the completion of the requested structural engineering services. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Walker Consultants, Inc.

FINANCIAL IMPACT: If approved, the contract amount of \$89,550 will be paid out of the Abraham Lincoln Parking-Architectural & Engineering Services for Capital Account (55605600-70051). A budget transfer from the Abraham Lincoln Parking-Buildings account (55605600-72520) in the amount of \$89,550 will be processed by Finance. Stakeholders can locate information related to this project in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 166, 230 320, 321, and 322.

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-1.3 (Place emphasis on facilities that encourage the development of a vibrant core by encouraging expansion of facilities in Downtown and seeking partnerships with non-profits in the Downtown area)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[PW 1B Agreement](#)

[PW 1C Agreement Exhibit A](#)

[PW 1D Agreement Exhibit B](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
WALKER CONSULTANTS, INC.
FOR
RESTORATION ENGINEERING SERVICES OF THE LINCOLN PARKING GARAGE**

THIS AGREEMENT, dated this 10 day of August, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Walker Consultants, 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, Proposal for Restoration Engineering Services, 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:

RFQ #2019-34 FY19 Multi-Year Professional A&E Services (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 on Exhibit A.

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.

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 and against liability arising out of VENDOR's negligent acts, errors, or omissions in performance of services under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

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.

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 indemnify, and hold harmless CITY, against liabilities, including 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 negligent 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. The CITY will utilize exemptions at its sole discretion.

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:

Walker Consultants, Inc.
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169
Attn: Ryan A. Carris
rcarris@walkerconsultants.com

Copy to:
Walker Consultants
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169
Attn: Dan Moser
dmoser@walkerconsultants.com

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 B 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). In the event of a non-adjudicative settlement of litigation between parties, the term "successful PARTY" shall be determined by that process.

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: Ryan A. Carris
Its: Sr. Consultant


By: Daniel E. Moser
Its: Vice President

Agreement Exhibit A

July 26, 2023

Mr. Russel Waller
Director of Facility Management
City of Bloomington
115 E. Washington
Bloomington, IL 61701

Re: *Proposal for Restoration Engineering Services at
City of Bloomington – Lincoln Parking Structure
Bloomington, Illinois*

Dear Mr. Waller:

Walker Consultants, Inc., a Michigan corporation, d/b/a Walker Consultants Engineering, Inc. (Walker) is pleased to submit for your review this proposal for restoration engineering services at the City of Bloomington Lincoln Parking Structure in Bloomington, Illinois.

Project Understanding

The City of Bloomington owns and operates Lincoln Parking Structure. In 2022/2023 repairs were completed at the Lincoln Parking Structure, including replacement of the roof level sealants and overhead concrete repairs at select locations throughout. We understand that the City of Bloomington has approximately \$1,000,000 in funding for completing additional repairs within the structure, based on previous surveys performed by Walker. The anticipated repairs include replacement of joint sealants on lower levels, application of traffic bearing membrane, typical concrete repairs, and replacement of floor drains and piping. Repairs are anticipated to be bid in early 2024 and completed in the summers of 2024 and 2025.

We understand that the City is requesting restoration engineering services to assess the Lincoln Parking Structure to develop a repair program with an opinion of probable construction costs, prepare construction documents that can be used for bidding of identified repairs, assist with bidding, and provide engineering services during construction.

Scope of Services

Our services will consist of four phases, as described below.

Phase 1 - Pre-Design/Repair Program Development

1. Meet with City staff to supplement our understanding of the site history, project goals, and available budget.
2. Perform a visual review of readily accessible areas of the structure to update Walker's 2021 Pre-Design study for new deterioration that has developed since that time and provide updated estimated repair quantities. The visual review will document noticeable distress such as cracks, leaks, spalls, scaling, joint deterioration, and other similarly adverse conditions. The review will also include representative sounding of structural elements to identify concrete delaminations and projected repair quantities.
3. Notify you immediately if our observations identify conditions that require immediate attention to allow continued safe use of the parking structure. We will also recommend any additional material testing or evaluation, if required, based on observed deterioration. This proposal does not include material testing.
4. Develop a proposed prioritized repair scope and Budget Cost Estimate for identified repair needs. This will be the 30% design submission.
5. Conference call with City staff to review and finalize the repair work scope.
6. Submit a Final Opinion of Construction Cost

Phase 2 - Construction Documents

1. Prepare construction documents to implement the routine parking structure concrete and waterproofing repairs identified by our Pre-Design Study. (We have assumed that repairs will be similar to those identified by our 2021 pre-design study. Additional design services may be required for unanticipated structural strengthening or other unique repairs that may be discovered during the Pre-Design Phase.) Construction documents will consist of drawings (plans and details), as well as specifications. Construction drawings will be prepared in AutoCAD format to outline the location and extent of the repairs. The specifications will outline the qualitative and administrative requirements for the project.
2. Develop construction phasing requirements for the Contractor to implement during construction. The phasing requirements will show the work to be performed, the maximum number of car spaces the construction work may occupy at any one time, and requirements for maintaining access to the stair towers. After selection of the Contractor, the Contractor will provide a detailed phasing plan for the project.
3. Prepare Instruction to Bidders and a set of General Conditions that include site-specific instructions and special requirements with respect to minimizing service disruption to the parking structure.
4. Prepare a bid form listing estimated quantities for the unit price work as well as areas for lump sum repair work items. Bid Documents will request bidders' unit prices to be used for performing the work and alternative pricing forms, if needed.
5. Submit construction documents to the City at 90% and Final design for review and comments.
6. Incorporate your comments into the Construction Documents.
7. Issue the Construction Documents in PDF format.

Phase 3 - Bidding

1. Attend one pre-bid meeting with City representatives and interested restoration contractors to answer questions and review the limitations and extent of work required by the repair documents.

2. Answer technical questions during the bidding process and issue one addendum, if needed.
3. Assist in the evaluation of bids and make a recommendation for awarding the contract.

Phase 4 - Construction Administration Services 2024 & 2025 (Up to 7 site visit/year)

1. Attend a virtual construction kick-off meeting to review each work item, submittal requirements, quality control requirements, project schedule, and phasing of the repair work.
2. Review submitted shop drawings, material sample submittals, test results, and material submittals for conformance with the intent of the design documents.
3. Coordinate with the Owner and Contractor during repair work to help resolve technical or design issues that may arise related to the construction, including change order requests.
4. Conduct site visits at scheduled intervals to review construction for general conformance with the design intent of the specifications and drawings. A field report will be provided upon completion of each site visit. This proposal assumes six (6) site visits throughout the duration of a twelve to sixteen-week construction schedule.
5. Perform a punch list walk-through at the end of each construction season with Ownership and the Contractor and prepare a document outlining items requiring correction for Final Completion of the project (1 site visit).

Limitations

As stated in the above Scope of Services, the assessment is based on visual observations and limited testing of the existing conditions. Our observations may not discover or disclose latent conditions without performing more invasive testing. More detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

Americans with Disabilities Act

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Schedule

Walker Consultants is prepared to start work on the project within two weeks of receiving written authorization to proceed. We estimate that it will take four weeks to complete Phase 1 – Pre-Design/Repair Program Development. We estimate that Phase 2 – Construction Documents will require eight weeks to complete.

Professional Fee

We propose to provide the above described Scope of Services for a lump sum fee plus reimbursable expenses, as shown in the table below. The contract terms shall be in accordance with the attached General Conditions of Agreement or a previously negotiated City of Bloomington – Walker Contract.

Lincoln Parking Structure: 101 E. Front Street

Phase	Engineering Fee	Estimated Expenses
Phase 1 – Pre-Design/Repair Program Development	\$ 5,700.00	\$ 350.00
Phase 2 – Construction Documents	\$ 36,000.00	\$ 250.00
Phase 3 – Bidding	\$ 3,200.00	\$ 250.00
Phase 4 – Construction Administration Services – 2024 (7 site visits total)	\$ 19,400.00	\$ 1,800.00
Phase 4 – Construction Administration Services – 2025 (7 site visits total)	\$ 20,600.00	\$ 2,000.00
Total Fee Type Proposed	\$ 84,900.00	\$ 4,650.00

Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

Walker Consultants, Inc., a Michigan corporation,
d/b/a Walker Consultants Engineering, Inc.



Ryan A. Carris, P.E.
Senior Restoration Consultant



Daniel E. Moser, S.E., P.E., FPTI
Vice President/Director of Forensics, Restoration
and Building Envelope

RAC:DEM:cgm

Attachment: General Conditions of Agreement



Agreement Exhibit B CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C No. Ext): (800) 969-4041 FAX (A/C No.): (800) 969-4081 E-MAIL ADDRESS: certs@pciaonline.com
INSURED Walker Parking Consultants Engineers, Inc. Walker Consultants 2895 Greenspoint Parkway, Suite 600 Hoffman Estates IL 60169	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indem. Co of America NAIC # 25666 INSURER B: Travelers Indemnity Co. of CT 36170 INSURER C: Travelers Indemnity Co 25658 INSURER D: XL Specialty Ins. Co. 37885 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21-22 #31

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		6801J1254172147 6605N988754- FL 6801J1669102147- CA	05/23/2023	05/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		BA8R00910A21GRP	05/23/2023	05/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CUP1D3197442147	05/23/2023	05/23/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB5K3205582147	05/23/2023	05/23/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9976004	05/23/2023	05/23/2024	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 31-8534.00 City of Bloomington Parking Garage Repairs. City of Bloomington are considered additional insured's with respects to general and auto liability coverage as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract. Coverage is primary and non-contributory as it applies to general liability, auto liability and umbrella. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SUNNY

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CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve an Agreement with All City Management Services, Inc., for Crossing Guard Services for the 2023-2024 and 2024-2025 School Years, for a Maximum Amount of \$261,828.90, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Agreement 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 initially entered into an agreement with All City Management Services, Inc. ("ACMS") for crossing guard services on September 26, 2016. ACMS has done an excellent job providing crossing guard services with no major complaints from citizens or the schools. The services provided by ACMS help to ensure the safety of our children while crossing roads in school crossing zones and have decreased or eliminated the burden on the Police Department to perform these duties. Utilization of the crossing guard services significantly reduced the amount of time spent by administrative and sworn Police Department personnel managing these important services. The Police Department has been able to focus on monitoring school crossing zones, taking enforcement action when necessary, and officers are able to concentrate on other law enforcement duties.

The total cost for the 2023-2024 school year is estimated to be \$125,911.35. ACMS pricing is based on 4,905 hours of service and includes all expenses for the provision of crossing guards.

The total cost for the 2024-2025 school year is estimated to be \$135,917.55. ACMS pricing is based on 4,905 hours of service and includes all expenses for the provision of crossing guards.

ACMS offers a \$400 attendance bonus for each crossing guard with perfect attendance per semester and a \$300 attendance bonus per semester for two (2) or less missed days. The cost that will be billed to the City including an associated 22% overhead cost.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bent Elementary, Irving Elementary, Oakland Elementary, Sheridan Elementary, Stevenson Elementary Washington Elementary, and North Point Elementary. Sheridan, Stevenson, and Washington Elementary have 2 crossing guards each.

FINANCIAL IMPACT: If approved, the City will enter into an agreement with All City

Management Services, Inc., for Crossing Guard Services for the 2023-2024 School Year (City FY 2024 for an estimated \$125,911.35) and 2024-2025 School Year (City FY 2025 for an estimated \$135,914.55), for a maximum amount of \$261,828.90. Funding for services provided by ACMS is included the Police-Other Professional & Technical Services account (10015110-70220). Stakeholders can locate this in the FY 2024 Budget Book titled “Budget Overview & General Fund” on page 234. If approved, the Police Department will include the FY 2025 amount in the FY 2025 Proposed Budget.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-1 (Reduce crime and the fear of crime), Objective PS-1.4 (Improve the physical environment to enhance public safety)

Respectfully submitted for consideration.

Prepared by: Aaron Veerman, Lieutenant

ATTACHMENTS:

[PD 1B Agreement](#)

[PD 1C Cost Breakdown](#)

[PD 1D Limited Source Justification](#)



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August 1, 2023 and is between the CITY OF BLOOMINGTON (hereinafter called the "City") and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than August 1, 2023 and ends on June 30, 2025 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Bloomington.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and the City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City and ACSD.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-five Dollars and Sixty-seven Cents (**\$25.67**) per hour, per Crossing Guard during the 2023-2024 school year.

It is understood and agreed that the cost for providing Four Thousand, Nine Hundred and Five (4,905) hours or service shall not exceed One Hundred Twenty-five Thousand, Nine Hundred and Eleven Dollars (\$125,911.00) for the 2023-2024 school year.

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Seventy-one Cents (**\$27.71**) per hour, per Crossing Guard during the 2024-2025 school year.

It is understood and agreed that the cost for providing Four Thousand, Nine Hundred and Five (4,905) hours or service shall not exceed One Hundred Thirty-five Thousand, Nine Hundred and Eighteen Dollars (\$135,918.00) for the 2024-2025 school year.

Contractor shall bill a minimum of 2.5 hours per guard, per school day unless contractor fails to perform service. Should the need arise, City may request, and Contractor may provide services in excess of 2.5 hours per guard, per school day and in such instances each Crossing Guard shall be paid for actual hours worked and Contractor shall bill accordingly in increments of .25 hours above the 2.5 hour minimum per school day. Contractor shall offer an attendance bonus for each Crossing Guard of \$400.00 per semester of perfect attendance. A \$300.00 bonus per semester for two (2) or less missed days will also be offered. Contractor shall bill City for each bonus paid out including associated overhead costs of 22%.

15. Payment is due within forty-five (45) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding

upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

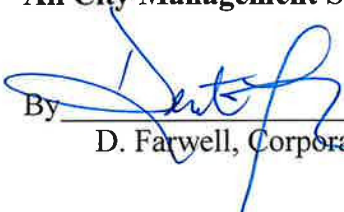
City

CONTRACTOR

City of Bloomington

All City Management Services, Inc.

By _____
Signature

By  _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date 8/14/23 _____

All City Management Services Inc.

Client Worksheet 2023 - 2024

Department: 2830101

Billing Rate for 2023 - 2024: \$ 25.67

City of Bloomington
305 S. East St
Bloomington, IL 61702

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		24.75		180		\$25.67	=	\$114,359.85
9 Sites at	2.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		2.5		180		\$25.67	=	\$11,551.50
1 Sites at	2.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

4,905.00

TOTAL ANNUAL PROJECTED COST

\$125,911.35

All City Management Services Inc.

Client Worksheet 2024 - 2025

Department: 2830101

Billing Rate for 2024 - 2025: \$ 27.71

City of Bloomington
305 S. East St
Bloomington, IL 61702

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

		24.75		180		\$27.71	=	\$123,448.05
9 Sites at	2.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		2.5		180		\$27.71	=	\$12,469.50
1 Sites at	2.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

4,905.00

TOTAL ANNUAL PROJECTED COST

\$135,917.55

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 & # ACMS #3875

Amount: \$261,828.90

Date: 8/8/23

Description of item/services:

2-year contract for Crossing Guard Services: 23-24 school year \$125,911.35 / 24-25 school year \$135,917.55

Justification:

The City of Bloomington originally entered into a contract with All City Management Services, Inc. (ACMS) for crossing guard services on September 26, 2016. ACMS has done an excellent job providing crossing guard services with no major complaints from citizens or the schools.

Utilization of the crossing guard services significantly reduced the amount of administrative and sworn Police Department time spent managing these important services.

The services provided by ACMS help to ensure the safety of our children while crossing roads in school crossing zones and has decreased or eliminated the burden on the Police Department to perform these duties. The Police Department has been able to focus on monitoring school crossing zones, taking enforcement action when necessary, and officers are able to concentrate on other law enforcement duties.

Currently, there are no other crossing guard services in the area, and the police department does not have the resources or personnel to supply crossing guards. ACMS already has the infrastructure required to supply crossing guards to the Bloomington area for this school year.

The total cost for the 2023/2024 school year is estimated to be \$125,911.35. ACMS pricing is based on 4,905 hours of service and includes all expenses for the provision of crossing guards.

The total cost for the 2024/2025 school year is estimated to be \$135,917.55. ACMS pricing is based on 4,905 hours of service and includes all expenses for the provision of crossing guards.

ACMS offers a \$400 attendance bonus for each crossing guard with perfect attendance per semester, and a \$300 attendance bonus per semester for two (2) or less missed days. The cost that will be billed to the City including an associated 22% overhead cost.

This contract, if approved, will expire at the same time the current contract the Town of Normal has with All City Management. The City of Bloomington and Town of Normal could then pursue a collaborative contract and more competitive pricing.

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)

8/8/23

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):

Carla A Murillo

Digitally signed by Carla A Murillo
DN: C=US, OU=Legal Department, O=City of Bloomington, CN=
Carla A Murillo, E=cmurillo@cityblm.org
Reason: I am the author of this document
Location:
Date: 2023.08.21 17:04:00-05'00'
Foxit PDF Editor Version: 12.1.1

8/21/2023

Name and Signature of Purchasing Agent or Designee

Date



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: August 28, 2023

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

SUBJECT: Consideration and Action to Approve a Motor Fuel Tax Resolution for Improvement Under the Illinois Highway Code to Obligate Rebuild Illinois Grant Funds for Hamilton Road, from Bunn Street to Morrissey Drive, in the Amount of \$5,048,900.46, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will submit the applicable documents to the Illinois Department of Transportation to obligate Rebuild Illinois grant funds to extend Hamilton Road.

The extension of Hamilton Road has been a priority for the City for many years. The project represents the final connection of a 7.2-mile east-west transportation corridor improvement along the south portion of Bloomington on Hamilton Road and Fox Creek Road south of Veterans Parkway. Per previous Council approvals, the Phase II design and Land Acquisition are currently in progress. This project is scheduled to go for solicitation in the first quarter of 2024.

The project will reduce vehicle emissions, provide safer, easier roadway travel, especially at the Morrissey Drive, Rhodes Lane, and Norfolk Southern Railway confluence, and reduce traffic loads on Veterans Parkway. In addition, the project will facilitate multimodal travel for all users. The project will allow bicycles and pedestrians access to the commercial areas east of the project by completing a Constitution Trail shared-use path along the corridor. It will also create the potential for more safe and efficient mass transit connections. Finally, the project will boost economic development opportunities in the project area, enhancing access to existing employers and sparking new development along the completed Hamilton Road corridor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The project's current estimated cost of construction is \$14,190,000. Federal Surface Transportation - Urban (STU) funds of \$5,920,000 are allocated towards this project with state funds (Motor Fuel Tax - MFT) providing the balance. In addition, \$273,392.16 of COVID Relief funds available for this project. The \$5,048,900.46 of REBUILD Illinois grant funds will reduce the amount of state MFT funds needed. The \$5,048,900.46

has been received by the City in the past few fiscal years and per IDOT has been deposited in the City's State Motor Fuel Tax bank account. Per IDOT, the REBUILD Illinois grant funds need to be expended by July 1, 2025, which coincides with the end date of the REBUILD Illinois Capital Program.

Stakeholders can locate the project in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 227, 232, 236 and 237.

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-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages) and Objective TAQ-1.4 (Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network).

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

[PW 1B MFT Resolution](#)

[PW 1C Project Map](#)



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

16-00360-00-PV

BE IT RESOLVED, by the Council

of the City

Governing Body Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	0.47	FAU 6371	Bunn Street	Morrissey Drive

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the realignment and construction of Hamilton Road from approximately Bunn Street to Morrissey Drive, including a multi-use trail, at-grade railroad crossing, public water main, etc.

2. That there is hereby appropriated the sum of Five million forty-eight thousand nine hundred and 46/100 -----

----- Dollars (\$5,048,900.46) for the improvement of

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

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

I, Leslie Smith-Yocum

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Bloomington

Name of Local Public Agency

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

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

Council

of Bloomington

at a meeting held on August 28, 2023

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

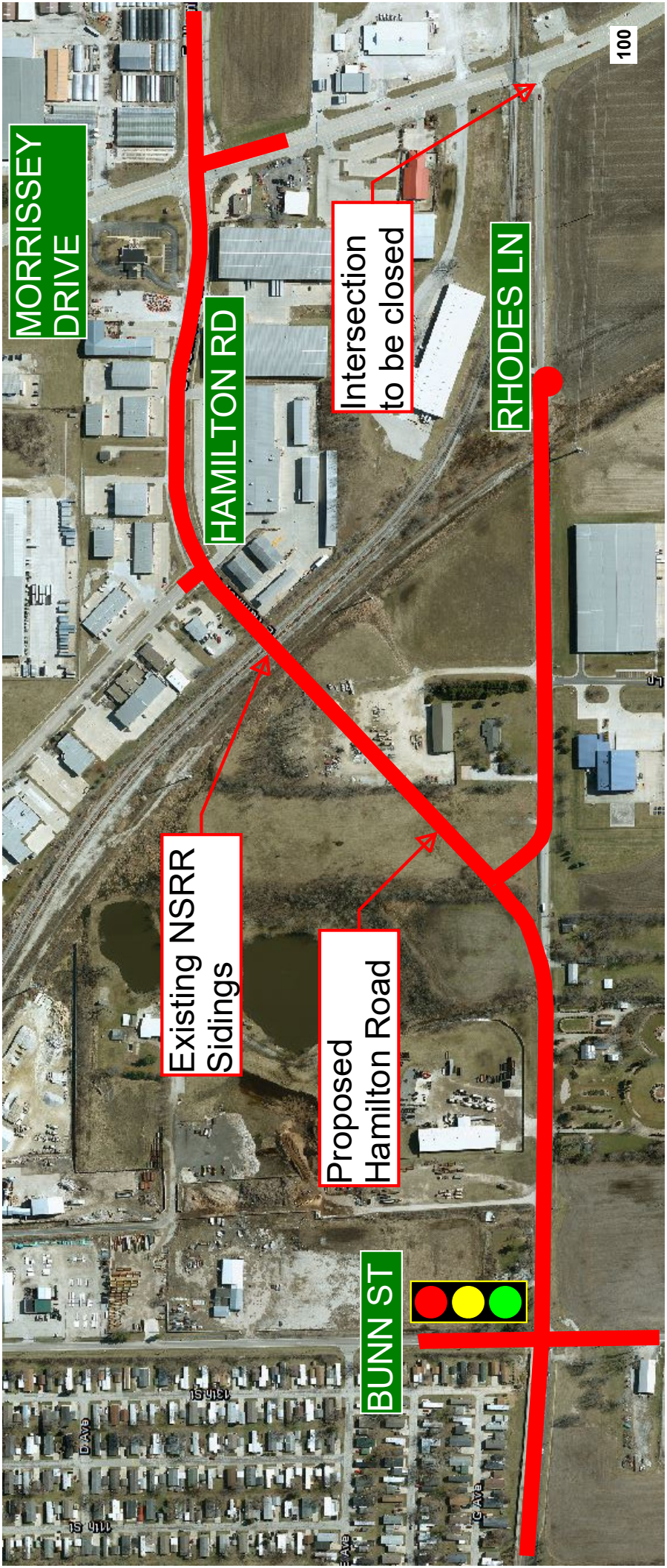
(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation



MORRISSEY
DRIVE

HAMILTON RD

RHODES LN

Intersection
to be closed

Existing NSRR
Sidings

Proposed
Hamilton Road

BUNN ST



100



CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the Property Located at 1004 Durham Drive, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4e. Strong partnership with residents and neighborhood associations

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: The Applicant, Chelsea Smith, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 1004 Durham Drive.

Summary of Request:

- Chicken-keeping with a chicken coop and fenced enclosure in the rear yard, to keep no more than four egg-laying hens.
- The proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines.
- The Applicant will store food in sealed buckets to deter pests.
- No roosters or chickens for slaughter will be kept.

On Wednesday, July 19, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 7-0 to recommend approval of the Special Use Permit to the City Council, with no conditions. Minutes of the meeting accompany this memorandum.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, July 3, 2023, and courtesy notices were mailed to 70 properties within 500 feet of the subject property.

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: Goal HL-5 (Provide access to healthy foods and promote food security to build community), Objective HL-5.1 (Encourage

local food production), and Objective HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Staff Report](#)

[E&CD 1D Minutes](#)

ORDINANCE NO. 2023 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1B
(SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 1004 DURHAM
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 the keeping of chickens at the property located at 1004 Durham 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 for said request included a site plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request; 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 set forth in Bloomington City Code § 44-1707 and with the additional Use Provisions as forth in § 44-1011; 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.

**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 Special Use Permit for Chicken-Keeping at the property at 1004 Durham 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 28th day of August 2023.

APPROVED this _____ day of August 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

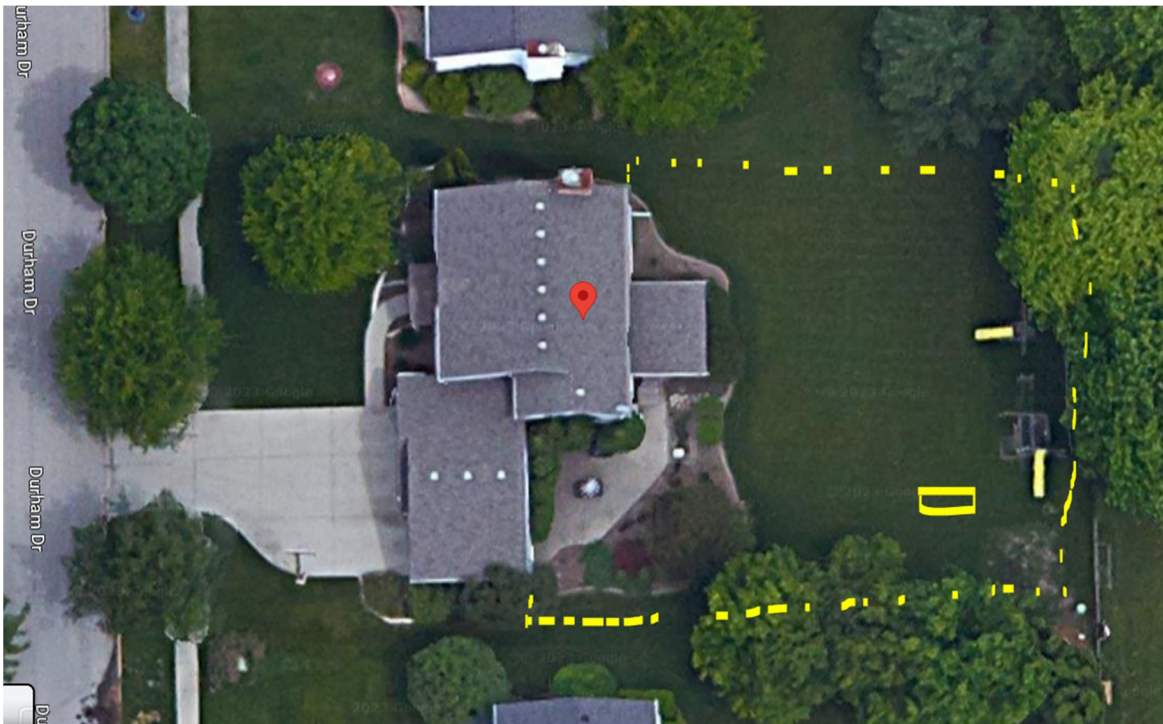
Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 195 IN THE FOURTH ADDITION TO THE OAKRIDGE SUBDIVISION IN THE CITY OF BLOOMINGTON, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1989, AS DOCUMENT NO. 89-17642, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-12-209-015

EXHIBIT B
Site Plan



TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: July 19, 2023

CASE NO: SP-18-23, Special Use Permit for Chicken-Keeping

REQUEST: Public hearing, review, and action on a request submitted by Chelsea Smith for approval of a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 1004 Durham Drive. PIN: 21-12-209-015.

BACKGROUND

Request

The Applicant seeks a Special Use Permit to allow Chicken-Keeping in the R-1B (Single-Family Residence) District, per § 44-1011, which states, “On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use...” No variations to the code are requested.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, July 3, 2023. Courtesy notices were mailed to 70 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics

The property at 1004 Durham Drive consists of 0.33 acres of land located near the intersection of Dorset Court and Durham Drive in the Oakridge Subdivision. It is improved with a single-family home with an attached garage. The rear yard of this property, where the coop will be located, is entirely screened by a six-foot-tall solid fence.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	R-1B (Single-Family Residence) District	Single-Family Dwelling Units
South	R-1B (Single-Family Residence) District	Single-Family Dwelling Units
East	R-2 (Mixed Residence) District	Single-Family Dwelling Units
West	R-1B (Single-Family Residence) District	Single-Family Dwelling Units

Description of Current Zoning District

The R-1B (Single-Family Residence) District is intended to provide primarily for the establishment of areas characterized by moderate sized lots and single-family detached dwelling units for occupancy by families. In addition to these dwelling units, related recreational, religious, and cultural facilities intended to serve the immediately surrounding residents are allowed where such facilities are found to be compatible with surrounding residential development. The R-1B district allows densities of up to approximately six dwelling units per acre. (§ 44-401B).

Subject Code Requirements

§ 44-908C-2. “Accessory Building and Uses” indicates Chicken Keeping is permitted as an Accessory Use subject to the provisions of this subsection and any additional requirements of Article X.

§ 44-1011 [Ch. 44, 10-11] Chicken-Keeping (Use Provisions)

- A. On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, or primary use of 1) preschools, 2) private and public schools, and 3) boarding schools, the keeping of up to four chickens may be permitted as an accessory use and shall comply with Chapter 8 and Chapter 22 of the Bloomington Code, 1960, as amended [...]

Chapter 8 (Animals and Fowl) and Chapter 22 (Health and Sanitation) of the City Code will also apply once the permit has been approved.

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 the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-1B (Single-Family Residence) 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 chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***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 Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing which would keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***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 location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors by fencing. The coop and run are movable and, should the petitioner move, can be easily removed

from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

4. Adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***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 existing conditions; no change is expected as the result of the Special Use Permit. ***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 proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-1B (Single Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

Staff has been made aware of the possible existence of Homeowner's Association rules or deed restrictions on this property that may prevent the Applicant from implementing this use that is the subject of this Special Use Permit. As the City cannot enforce private contracts and therefore, cannot enforce deed restrictions, the existence of such may not factor into the Standards for Review unless a rational nexus between their existence and one of the Standards can be established.

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:

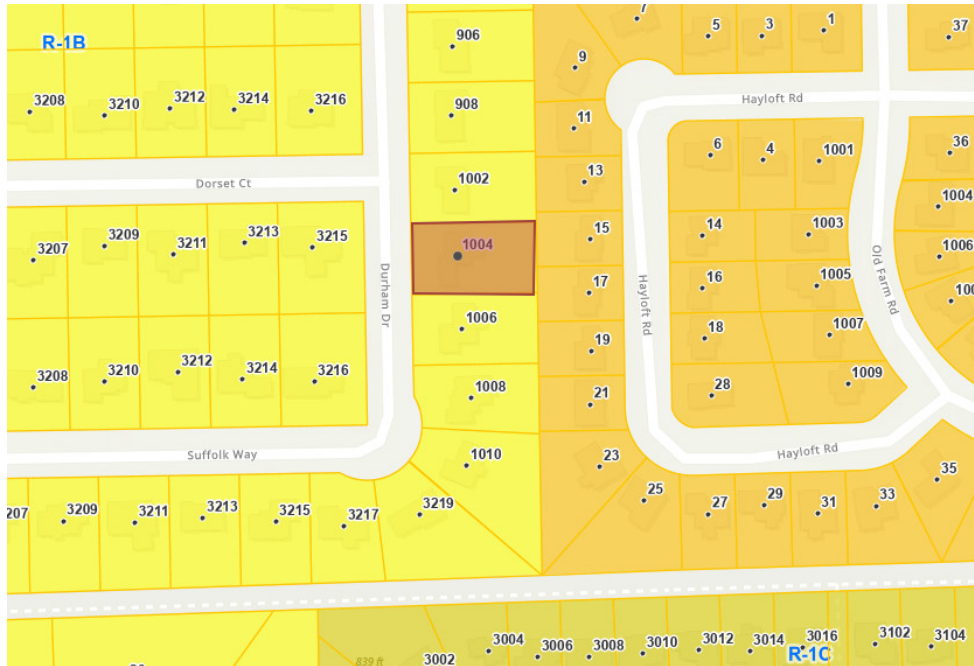
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

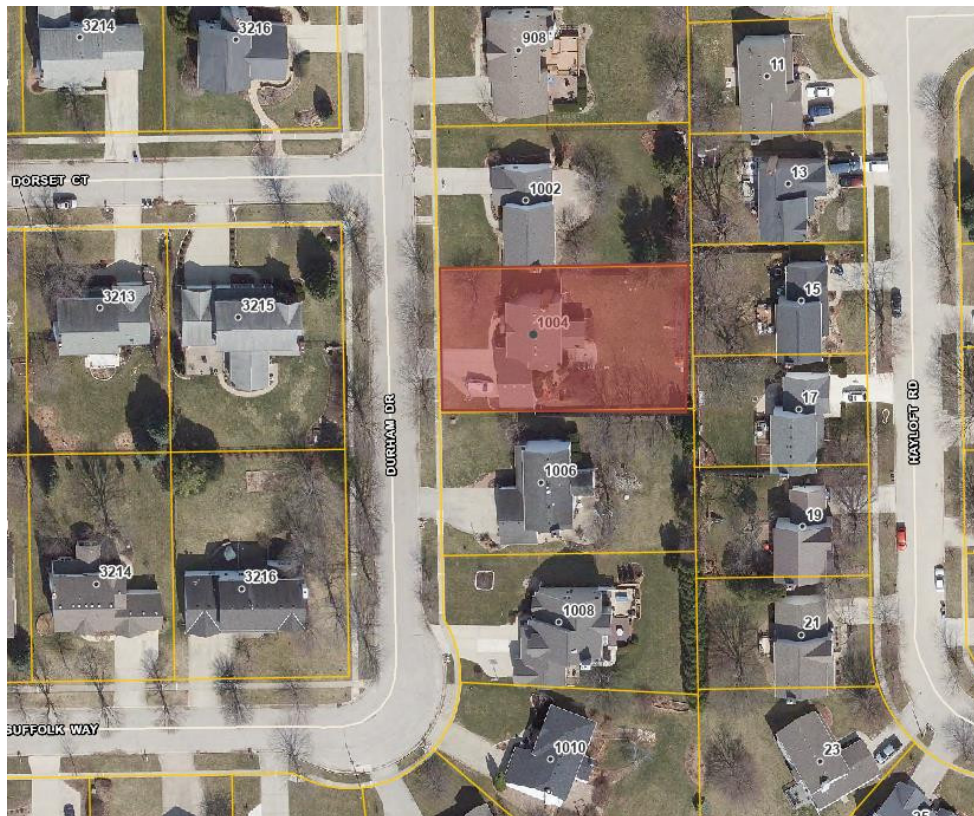
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View
4. Petitioner-Submission - Description of Project
5. Site Plan
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View



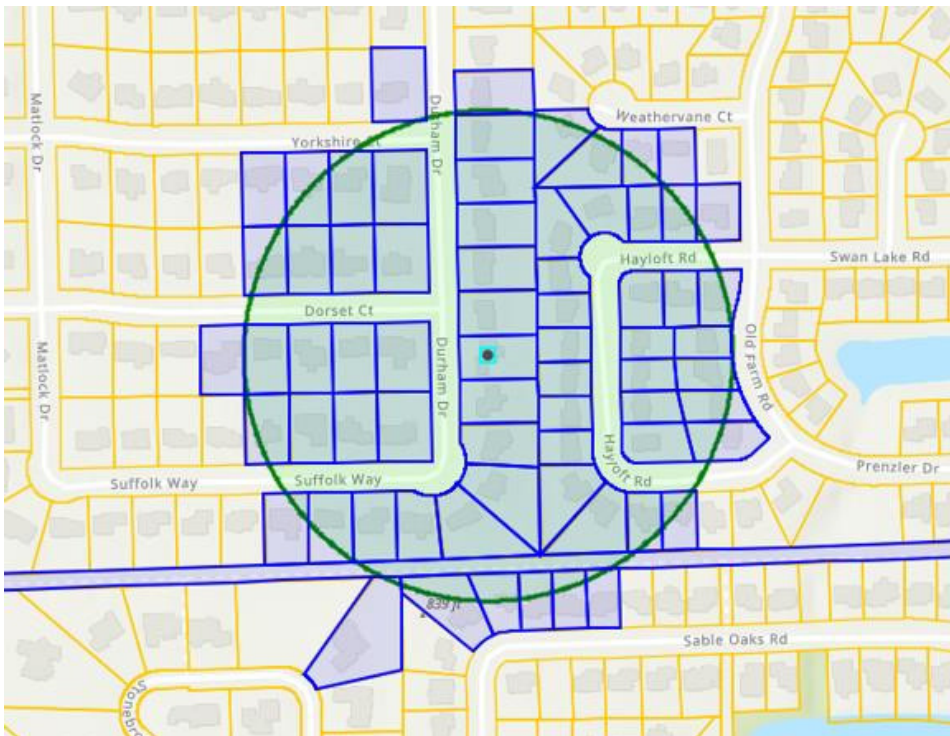
Attachment 4 - Petitioner-Submission - Description of Project

Permission to get 4 chickens.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



Regular Session

The following item was presented:

Item 5.A. SP-18-23 - Public hearing, review, and action on a request submitted by Chelsea Smith, for approval of a Special Use Permit for Chicken-Keeping for the property located at 1004 Durham Drive (PIN: 21-12-209-015).

Mr. Branham provided the staff report and background on the request, with a recommendation for approval. He noted the special use process and use provisions associated with chicken-keeping, as well as key property conditions including a fully screened rear yard. He identified private deed restrictions that exist at the property which the City cannot enforce.

Chelsea Smith (1004 Durham Drive), Petitioner, provided further background on the request. She stated she spoke with her adjacent neighbors and there was general support. She indicated her local Homeowner's Association (HOA) does not allow barnyard animals to be kept by owners, but that other neighbors have reached out in support. She read the letter she submitted with the application, including statements related to health concerns and the HOA's restrictions.

Board Member Harris asked whether the City's Ordinance supersedes HOA items. Mr. George Boyle, Assistant Corporation Counsel, responded that ordinances do not supersede HOA items, but instead they are separate. He advised the Board to judge the case based on its merits per our Code.

Vice Board Chair Ballantini asked petitioner how many HOA board members the Petitioner has spoken to about this issue. Ms. Smith responded she had talked to three members of the board.

Mr. Boyle stated there was hearsay as part of the applicant's statement. He explained testimony is provided only by those in-person. He clarified that persons who emailed opinions are considered public comment and not testimony.

Board Chair Straza asked if there was an image of the proposed coop. Mr. Branham responded that a picture of the coop was not included with the application materials.

Ms. Smith stated they already have a coop picked out and it has been constructed. She added the chickens are already at the residence. She stated she originally bought them as chicks with no intent to permanently keep them but decided to keep them later.

Peggy Jacobs (1006 Durham Drive), spoke on behalf of Petitioner, stated she is a HOA board member. She stated she is in favor of the chickens and has no issues.

Catherine Sturdyvin (3114 Preston Drive) spoke on behalf of Petitioner, highlighted the character of the applicant, and stated that she has no concerns that the Petitioner can maintain the standards of the special use.

Jeff Hindman (3206 Yorkshire Court) spoke against the Petitioner. He stated he is the President of the HOA and was not approach by the Petitioner. He stated that he is against the item due to it being in violation of the covenants of the HOA agreement.

Board Member Zwaga asked if there has been resistance from other members in the HOA. Mr. Hindman responded yes.

Vice Board Chair Ballantini asked if the covenants have been updated since chicken-keeping became legal. Mr. Hindman responded no.

Diana Nealey (1003 Matlock Drive), spoke against the Petitioner. She stated she does not want chickens in Oakridge Subdivision. She expressed confusion about the process and allowable placement of the coop.

Tom McComas (15 Hayloft Road), spoke against the Petitioner. He stated that the chickens were obtained prior to being brought to any neighbors' attention. He expressed concern that the chickens may cause problems with other animals in the area. He said the coop is nice and well kept, however it is against the covenants. He stated that is the same reason why he cannot have a shed on his property.

Board Member Webb asked about whether HOA item could be considered a review factor.

Mr. Boyle stated HOA could not be considered a factor. He stated the Board's scope of work is reviewing the standards in our Code.

Michelle McComas (15 Hayloft Road), spoke against the Petitioner. She agreed with Mr. McComas' statement. She expressed concern if the chickens possibly flew over the fence. Additionally, she was concerned about letters submitted in favor of the request.

Chair Straza clarified that emails or letter submitted are considered public comment and not testimony.

Vice Board Ballantini asked the Petitioner if the chickens roam freely in the yard. Ms. Smith stated they are in the backyard sometimes, but she is happy to do what she needs to do to comply.

Ms. Pemberton discussed prior cases and requests, and what forms of structures and site plans have been reviewed and approved in the past.

Board Member Harris made a motion, seconded by Vice Board Chair Ballantini, to 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.
Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the August 28th City Council meeting.

The following item was presented:

Item 5.B. V-09-23 - Public hearing, review, and action on a request submitted by Kris Spaulding, representing owner Michael Wiese, for approval of a **Variance** to allow a reduced Rear Yard setback in the R-1C (Single-Family Residence) District for the property located at 18 Pembroke Circle (PIN: 21-12-152-014).

Mr. Branham presented the Staff Report and background on the request, with recommendation for approval. He noted key property conditions including the curvilinear nature of the lot.

Kris Spaulding (715 N. Morris Avenue), representing the Petitioner, spoke on behalf of the request. He provided further background and stated the lot is irregularly shaped, resulting in a small portion of one corner of the addition encroaching into the required yard.

Board Member Harris made a motion, seconded by Board Member Zwaga, to Motion to establish findings of fact that all standards for approval of a Variance are met, and to approve of the request for a 23.7-foot rear yard along the south side of the property.

Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Noonan; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Motion passed.

The following item was presented:

Item 5.C. SP-17 -23 - Public hearing, review, and action on a request submitted by William Bentley, for approval of a **Special Use Permit** for a Vehicle Repair & Service Use, in the B-1 (General Commercial) District for the property located at 1508 S. East Street (PIN: 21-09-339-015).

Mr. Branham presented the staff report and background on the request, with a recommendation for approval.

William Bentley (1508 S. East Steet), Petitioner, provided further background on the request. He noted the building's previous use as a Kennel, and stated he is trying to convert it to a vehicle repair or detail shop. He stated the shop would be in character with the surrounding nonresidential uses, which include vehicle service uses.

Board Member Harris asked whether the location has previously been utilized as a Vehicle Repair use. Mr. Bentley responded no, it has been a Kennel since about 2001 and closed just over one year ago.



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for Vehicle Repair & Service in the B-1 (General Commercial) District, for the Property Located at 1508 S. East Street, 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, William Bentley, is requesting approval of a Special Use Permit to allow Vehicle Repair & Service for the property located at 1508 S. East Street.

Summary of Request:

- The proposed Vehicle Repair & Service use would replace a vacant building formerly occupied as a Kennel.
- A Special Use Permit is required for this use in the B-1 (General Commercial) District.
- No exterior modifications are proposed. Eleven parking spaces currently exist at the property.

On Wednesday, July 19, 2023, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 7-0 to recommend approval of the Special Use 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 3, 2023, and courtesy notices were mailed to 72 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional Property Tax Revenues. 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 2B Ordinance](#)

[E&CD 2C Staff Report](#)

[E&CD 2D Minutes](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR VEHICLE REPAIR & SERVICE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1508 S. EAST STREET

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 Repair & Service, for the property located at 1508 S. East Street, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said 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 Repair & Service, for the property at 1508 S. East Street, 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 28th day of August 2023.

APPROVED this _____ day of August 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

TRACT 1: THE NORTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF BLOCK 15 IN MCCLUN'S SECOND ADDITION
TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

TRACT 2: THE SOUTH $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF BLOCK 15 IN MCCLUN'S SECOND ADDITION
TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

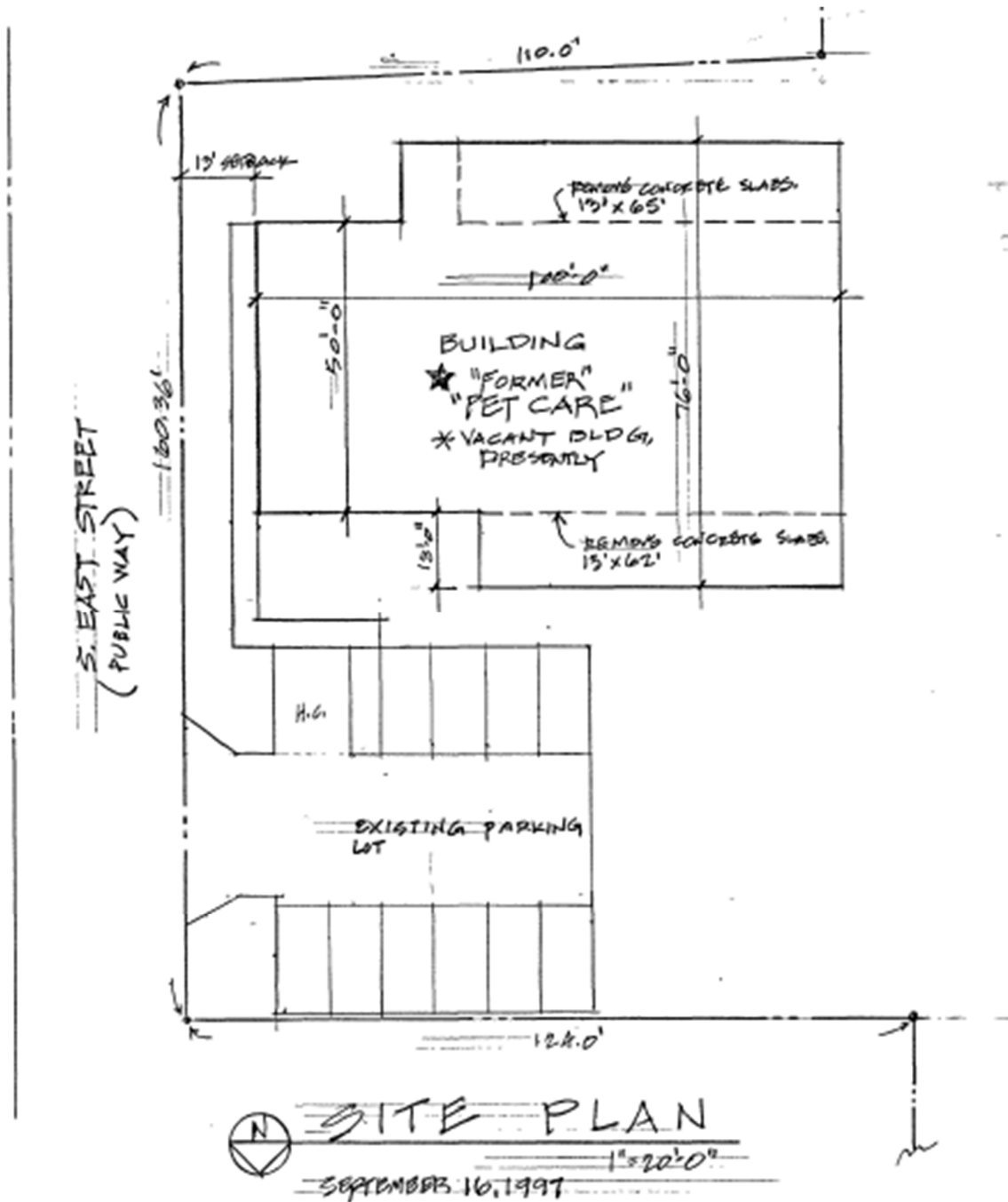
TRACT 3: THE WEST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF BLOCK 15 IN MCCLUN'S SECOND ADDITION
TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

TRACT 4: THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF BLOCK 15 IN MCCLUN'S SECOND ADDITION
TO THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

TRACT 5: LOT 11 IN THE SUBDIVISION OF THE SOUTH WEST $\frac{1}{4}$ OF SECTION 9,
TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT
THE SOUTH 60 FEET OF THE EAST 110 FEET THEREOF AND ALSO EXCEPT THE NORTH
60 FEET OF THE EAST 123 THEREOF, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-09-339-015

EXHIBIT B
Site Plan





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS
FROM: Economic & Community Development Department
DATE: July 19, 2023
CASE NO: SP-17-23, Special Use Permit for Vehicle Repair & Service
REQUEST: Public hearing, review, and action on a petition submitted by William Bentley requesting approval of a Special Use Permit for a Vehicle Repair & Service Use in the B-1 (General Commercial) District, for the property located at 1508 S. East Street. PIN: 21-09-339-015.

BACKGROUND

Request:

The Petitioner seeks a Special Use Permit to allow a Vehicle Repair & Service Use in the B-1 (General Commercial) District, per § 44-502B which indicates Vehicle Repair & Service Use may be permitted as Special Uses in the B-1 District. No variations to the code are requested. The Petitioner proposes to convert the existing facility into ha Vehicle Repair & Service Use. No modifications for the exterior of the property are proposed.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, July 5, 2023. Courtesy notices were mailed to 72 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 2.44 acres of land located near the southeast intersection of E. Stewart Street and S. East Street. The property is currently occupied as a Kennel. Neighboring properties are zoned B-1 (General Commercial) District and R-3B (Multi-Family Residential) District and contain a mix of residential and commercial uses.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-1C (Single-Family Residential)	Single-Family Residential
South	B-1 (General Commercial)	Cleaning Service
East	R-1C (Single-Family Residential)	Single-Family Residential
West	B-1 (General Commercial)	Vehicle Sales & Service

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 Repair & 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 Repair & 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 Vehicle Repair & 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. A similar use is located adjacent to the site and owned by the applicant. The applicant also owns the residential property to the north. ***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 be consistent with 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 use of the property can be expected to maintain or improve property values within the neighborhood by increasing active occupancy and regular 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 compatible commercial and vehicle-based uses. Other properties along the Main Street corridor largely contain commercial uses as well. ***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 an existing curb cut along East Street. No modifications are proposed for the exterior of the property. The use is required to provide three off-street spaces per service bay per Code requirement. ***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 will be required to meet the standards for the District, including any provisions for bulk requirements. No Variances 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:

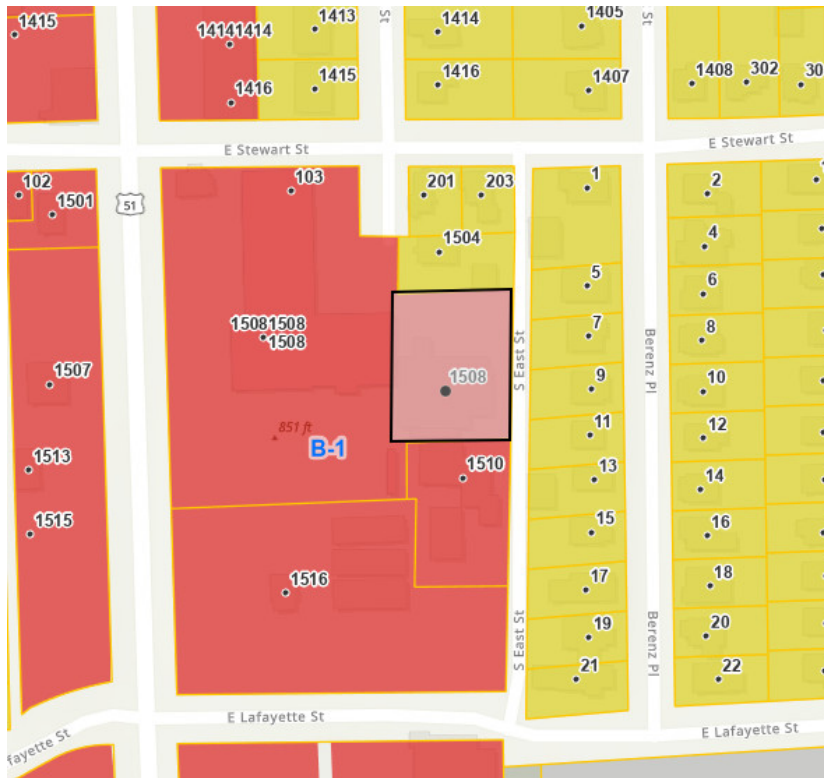
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

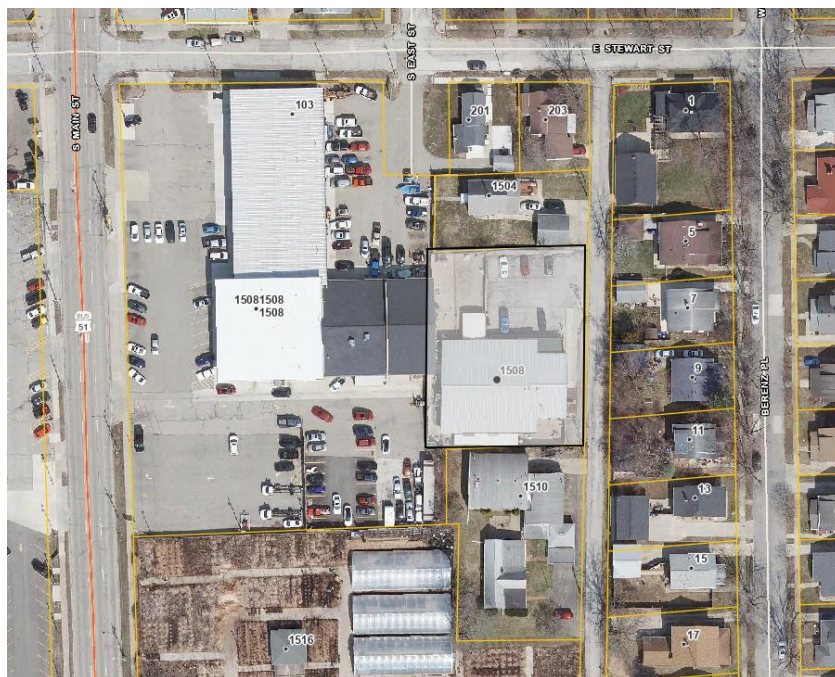
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level Views
4. Petitioner-Submission - Description of Project
5. Site Plan
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



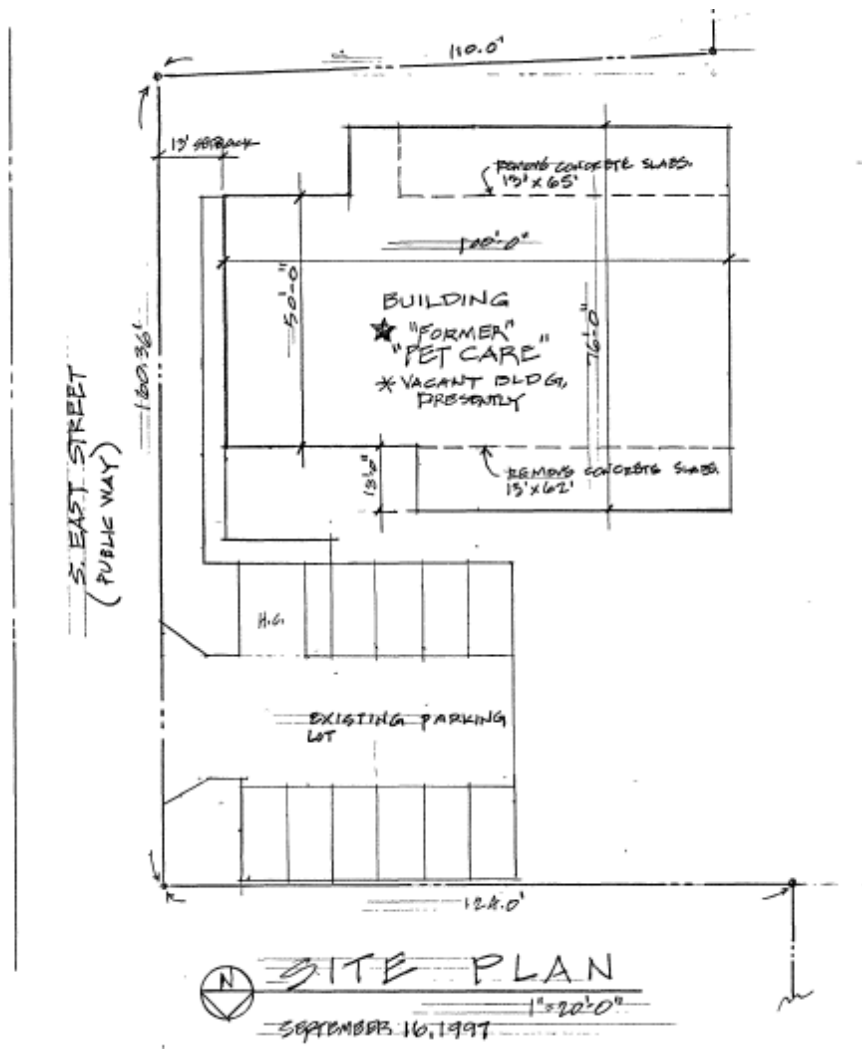
Attachment 3- Ground-Level Views



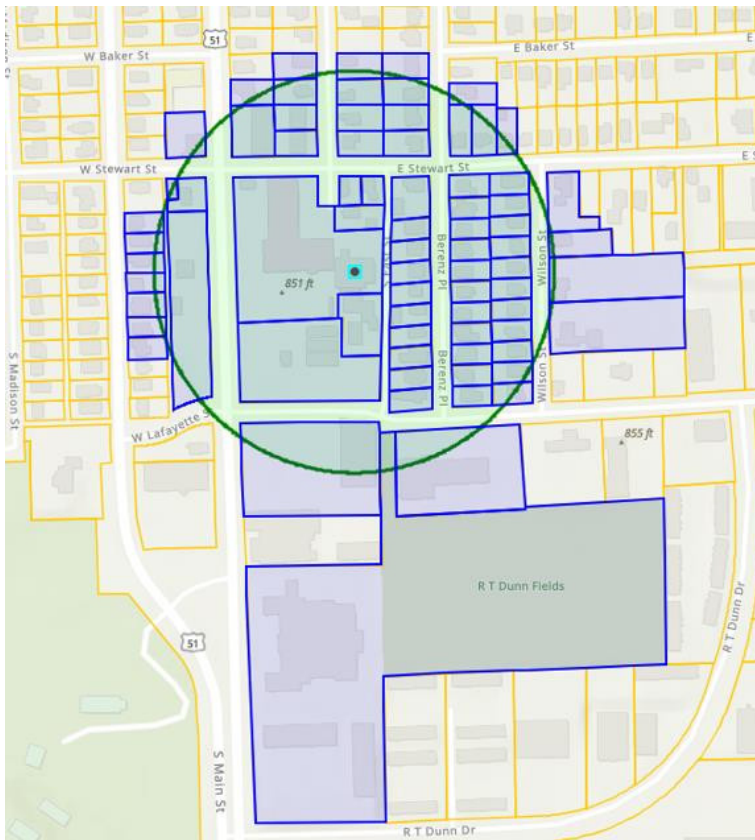
Attachment 4 - Petitioner-Submission - Description of Project

This parcel has several different addresses as it has three separate sides that face three different city streets. The physical address of this building is 1508 South East St. this parcel has been an automotive institution of some kind since 1957. I have done several remodels and have since then rebuilt a car dealership on the premises never have I before ever had to get a special use permit because it is adjacent to one piece of property which is residential and the address is 1504 s east st. I also have owned this particular property for the last 23 years.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



Motion passed.

Mr. Branham noted the case would proceed to the August 28th City Council meeting.

The following item was presented:

Item 5.B. V-09-23 - Public hearing, review, and action on a request submitted by Kris Spaulding, representing owner Michael Wiese, for approval of a Variance to allow a reduced Rear Yard setback in the R-1C (Single-Family Residence) District for the property located at 18 Pembroke Circle (PIN: 21-12-152-014).

Mr. Branham presented the Staff Report and background on the request, with recommendation for approval. He noted key property conditions including the curvilinear nature of the lot.

Kris Spaulding (715 N. Morris Avenue), representing the Petitioner, spoke on behalf of the request. He provided further background and stated the lot is irregularly shaped, resulting in a small portion of one corner of the addition encroaching into the required yard.

Board Member Harris made a motion, seconded by Board Member Zwaga, to Motion to establish findings of fact that all standards for approval of a Variance are met, and to approve of the request for a 23.7-foot rear yard along the south side of the property.

Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Noonan; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Motion passed.

The following item was presented:

Item 5.C. SP-17 -23 - Public hearing, review, and action on a request submitted by William Bentley, for approval of a Special Use Permit for a Vehicle Repair & Service Use, in the B-1 (General Commercial) District for the property located at 1508 S. East Street (PIN: 21-09-339-015).

Mr. Branham presented the staff report and background on the request, with a recommendation for approval.

William Bentley (1508 S. East Steet), Petitioner, provided further background on the request. He noted the building's previous use as a Kennel, and stated he is trying to convert it to a vehicle repair or detail shop. He stated the shop would be in character with the surrounding nonresidential uses, which include vehicle service uses.

Board Member Harris asked whether the location has previously been utilized as a Vehicle Repair use. Mr. Bentley responded no, it has been a Kennel since about 2001 and closed just over one year ago.

Bridget Larkin (15 Berenz Place) stated her testimony just included questions, as she was neither for nor against the proposal. She asked what the plan is for the shop, hours of operation, and general type of work that would occur at the site. She reviewed previous issues with the Kennel use. She stated she has a six-foot privacy fence at her property, but she does have concerns about possible chemical use and fumes.

Mr. Bentley explained the back half of the building interior is open space where they will be detailing vehicles. He stated hours of operation are normal businesses hours; 9pm would be the latest they would work. He explained the noise inside should be minimal as the building is made of solid concrete block. He stated that they will not be using any unusual chemicals and that an oil/grease separator will be required.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to 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. Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the August 28th City Council meeting.

The following item was presented:

Item 5.D. SP-16-23 - Public hearing, review, and action on a request submitted by Nita Patel, for approval of a **Special Use Permit** for a Live/Work Unit, in the B-1 (General Commercial) District for the property located at 806 S. Eldorado Road (PIN: 21-11-251-032).

Vice Chair Board Ballantini recused himself from the case, due to proximity of personal business.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted the definition of “Live/Work” unit and other details of the proposal.

Dilip Patel (806 S. Eldorado Road), Petitioner, provided further background the request. He stated the reasoning behind the request.

Board Member Harris made a motion, seconded by Board Member Zwaga, 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.

Roll call.

AYES: Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Abstentions: Vice Board Chair Ballantini

Motion passed.



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving a Special Use Permit for a Live/Work Unit in the B-1 (General Commercial) District, for the Property Located at 806 S. Eldorado Road, 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, Nita Patel, is requesting approval of a Special Use Permit to allow a Live/Work Unit for the property located at 806 S. Eldorado Road.

Summary of Request:

- A single residential dwelling unit would be added to the second floor of the existing building which currently operates as a Retail Sales Use (Liquor Store). The owner would occupy the residential unit.
- A Special Use Permit is required for this use in the B-1 (General Commercial) District.
- No exterior modifications are proposed. Twenty-two parking spaces currently exist on the property which meets Code requirements.

On Wednesday, July 19, 2023, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval, and voted 7-0 to recommend 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 3, 2023, and courtesy notices were mailed to 44 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional Property Tax Revenues. 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 N-1 (Ensure compact development of the City through denser, mixed-use developments and reinvestment in the

established older neighborhoods), Objective N-1.1 (Enhance the livability of all Bloomington neighborhoods); and 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 3B Ordinance](#)

[E&CD 3C Staff Report](#)

[E&CD 3D Minutes](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A LIVE/WORK UNIT IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 806 S. ELDORADO ROAD

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 a Live/Work Unit, for the property located at 806 S. Eldorado 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 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 approves the findings of fact of the Zoning Board of Appeals and the Special Use Permit for a Live/Work Unit, for the property at 806 S. Eldorado Road, 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 28th day of August 2023.

APPROVED this _____ day of August 2023.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

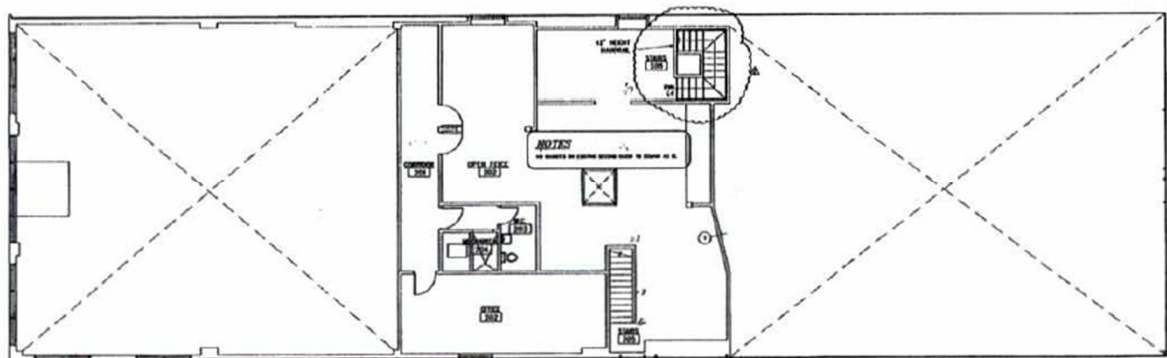
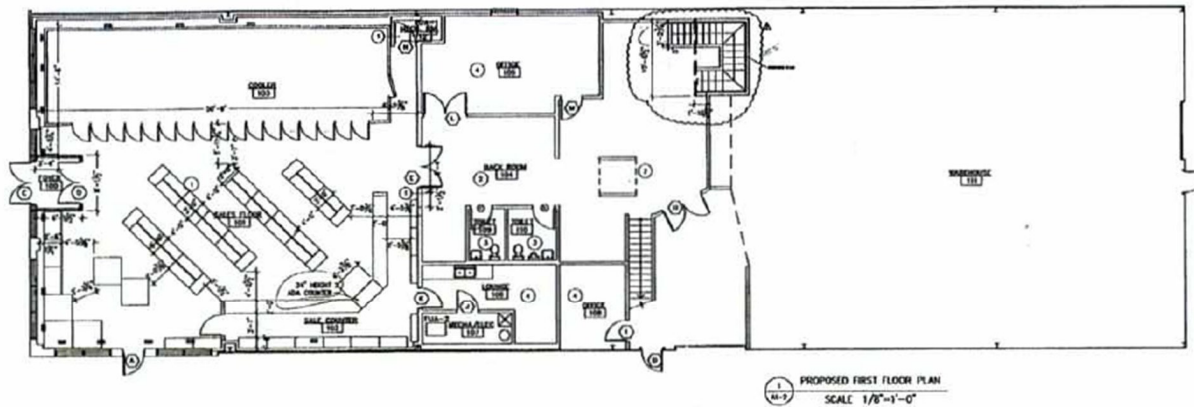
EXHIBIT A

Legal Description

LOT 215 IN THE FIFTH ADDITION TO BROADMOOR SUBDIVISION IN THE CITY OF
BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-11-251-032

EXHIBIT B
Site Plan



- DOOR NOTES

1. CONTINUE WORK, UPGRADE TO AND APPROVED PERFORMANCE AS NEEDED.
2. PROVIDE REGULAR SAFETY TRAINING AT WORK OR OFFICE.
3. SUPERVISE WORKING CONDITIONS.
4. WORK ON EXISTING PROJECTS THAT ARE NEEDED UPTON AND FROM THE USE OF MATERIALS TO BE DONE WITHOUT THE USE OF A KEY OR SPECIAL, UNUSUAL, OR HARD MATERIALS, PENCILS, MATERIALS, AND OTHER SPECIALIZED EQUIPMENT OR MATERIALS, INCLUDING TO BE USED TO WORK ON EXISTING PROJECTS, AND OTHER SPECIALIZED EQUIPMENT OR MATERIALS, INCLUDING TO BE USED TO WORK ON EXISTING PROJECTS.
5. PROVIDE THE USE OF ALL THE BEST SPECIAL.

PROPOSED SECOND FLOOR PLAN
SCALE 1/8"=1'-0"

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: July 19, 2023

CASE NO: SP-16-23, Special Use Permit for Live/Work Unit

REQUEST: Public hearing, review, and action on a petition submitted by Nita Patel requesting approval of a Special Use Permit for a Live/Work Unit in the B-1 (General Commercial) District, for the property located at 806 Eldorado Road. PIN: 21-11-251-032.

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow a Live/Work Unit in the B-1 (General Commercial) District, per § 44-502B which indicates Live/Work Units may be permitted as Special Uses in the B-1 District. No waivers to use provisions are requested. The Applicant proposes to modify the second floor of the structure to accommodate a residential unit for the owner of the facility. There will be no exterior modifications at 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 5, 2023. Courtesy notices were mailed to 44 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of 0.50 acres of land located near the southeast intersection of Eldorado Road and Buckeye Street. The property is currently occupied as a Retail Sales Use (Liquor Store). Neighboring properties are zoned B-1 (General Commercial) District and R-3B (Multi-Family Residential) District and contain a mix of residential and commercial uses.

Surrounding Zoning and Land Uses:

Zoning		Land Uses
North	B-1 (General Commercial)	Retail Sales
South	B-1 (General Commercial)	Office
East	R-3B (Multi-Family Residential)	Multi-Family Residential
West	B-1 (General Commercial)	Commercial Recreation

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 Live/Work Unit permitted as a Special Use in the B-1 District.

§ 44-1613, “Definitions” defines a Live/Work Unit as, “a dwelling unit use for both dwelling purposes and nonresidential use provided that no more than two persons who do not reside in the unit are employed on the premises.”

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 Live/Work Unit 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 Live/Work Unit 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 an impact on 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 compatible commercial uses. Other properties within a two-block radius contain commercial and residential uses. ***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 an existing curb cut along Eldorado Road, which has served the existing 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. 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 petition 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. Floor Plan
6. Neighborhood notice map

Parcel map showing property boundaries, addresses, and parcel IDs. The map includes the following streets and parcels:

- Streets:** S VETERANS PKWY, S ELDORADO RD, BUCKEYE ST, FAIRMONT DR.
- Parcels (Address, Parcel ID):**
 - 806 (802802, *802)
 - 806 (808808, *808)
 - 816 (816816, *816)
 - 704 (706706, *706)
 - 708 (708708, *708)
 - 710 (710710, *710)
 - 712 (714712, *712)
 - 714 (714714, *714)
 - 716 (718716, *718)
 - 717 (717717, *717)
 - 717 (717717, *717)
 - 717 (717717, *717)
 - 721 (723721, *721)
 - 723 (723723, *723)
 - 709 (709709, *709)
 - 707 (707707, *707)
 - 902 (902702, *902)
- Other Labels:** R-3A, R-3B.

BUCKEYE ST

802802
*802

806

808808
*808

743743
*743

745745
*745

747747
*747

747

747

S ELDORADO RD

US VETERANS PARKWAY

55

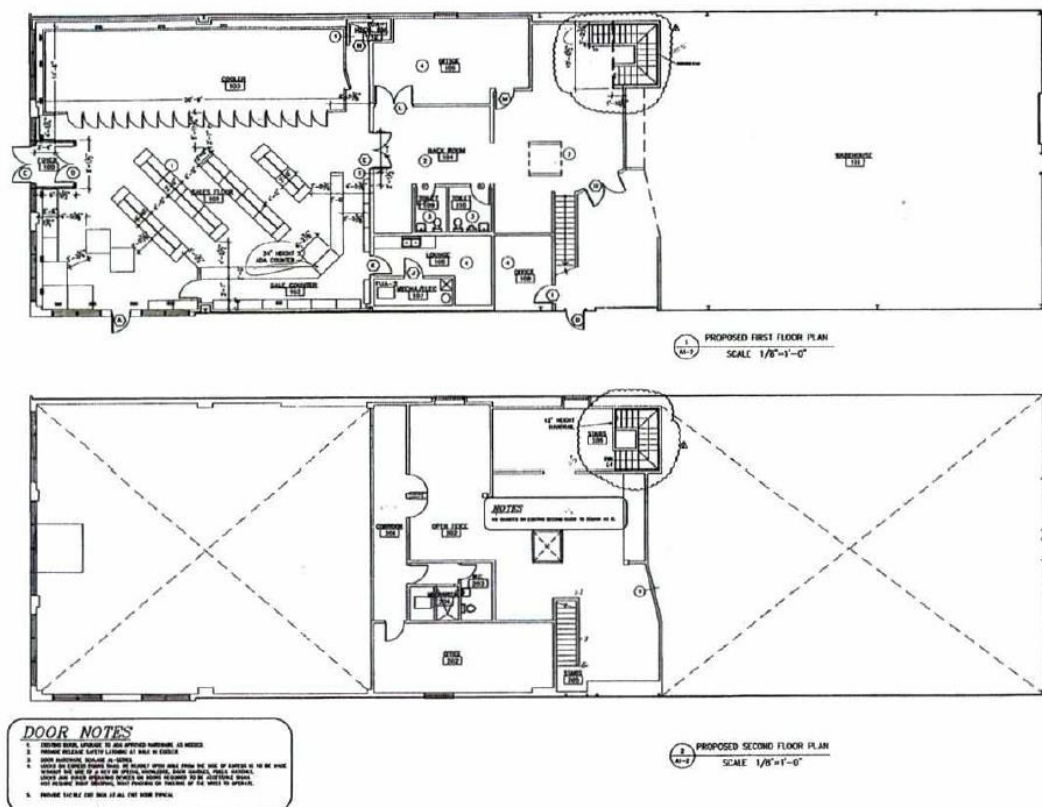
Attachment 3- Ground-Level View



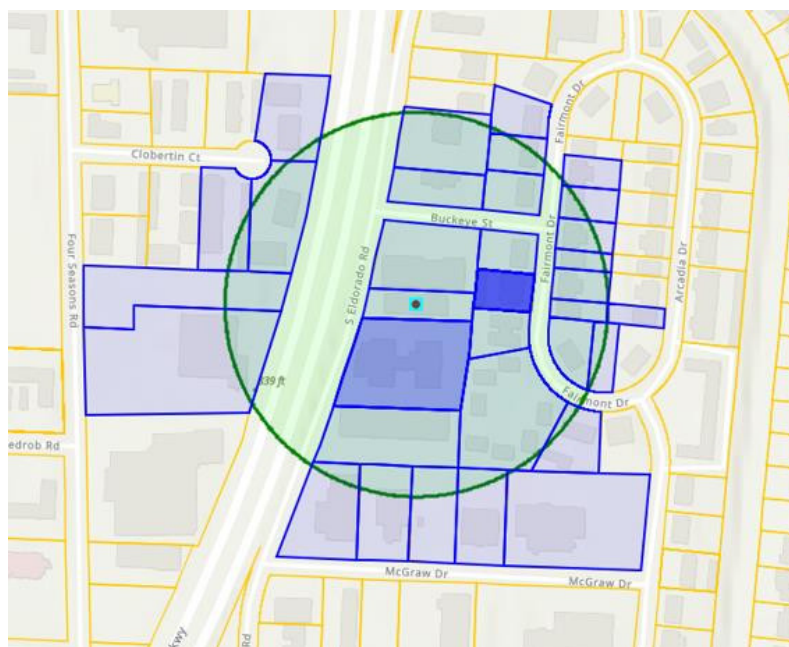
Attachment 4 - Petitioner-Submission - Description of Project

Work and live

Attachment 5 - Floor Plan



Attachment 6 - Neighborhood notice map



Bridget Larkin (15 Berenz Place) stated her testimony just included questions, as she was neither for nor against the proposal. She asked what the plan is for the shop, hours of operation, and general type of work that would occur at the site. She reviewed previous issues with the Kennel use. She stated she has a six-foot privacy fence at her property, but she does have concerns about possible chemical use and fumes.

Mr. Bentley explained the back half of the building interior is open space where they will be detailing vehicles. He stated hours of operation are normal businesses hours; 9pm would be the latest they would work. He explained the noise inside should be minimal as the building is made of solid concrete block. He stated that they will not be using any unusual chemicals and that an oil/grease separator will be required.

Vice Board Chair Ballantini made a motion, seconded by Board Member Harris, to 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.
Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Motion passed.

Mr. Branham noted the case would proceed to the August 28th City Council meeting.

The following item was presented:

Item 5.D. SP-16-23 - Public hearing, review, and action on a request submitted by Nita Patel, for approval of a Special Use Permit for a Live/Work Unit, in the B-1 (General Commercial) District for the property located at 806 S. Eldorado Road (PIN: 21-11-251-032).

Vice Chair Board Ballantini recused himself from the case, due to proximity of personal business.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted the definition of "Live/Work" unit and other details of the proposal.

Dilip Patel (806 S. Eldorado Road), Petitioner, provided further background the request. He stated the reasoning behind the request.

Board Member Harris made a motion, seconded by Board Member Zwaga, 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.

Roll call.

AYES: Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris.

Abstentions: Vice Board Chair Ballantini

Motion passed.

Mr. Branham noted the case would proceed to the August 28th City Council meeting.

The following item was presented:

Item 5.E. V-08-23 - Public hearing, review, and action on a request submitted by Michael Watson, representing owner Luke Hermes, for approval of a Variance to allow a reduced side yard setback in the R-1A (Single-Family Residence) District for the property located at 1406 E. Washington Street (PIN: 21-03-426-003).

Mr. Branham presented the Staff Report and background on the request, with a recommendation for approval. He noted key property conditions, including a substandard lot width and the encroachment of the existing residence into the side yard.

Michael Watson (123 Sheringham Drive, Normal, IL), representing the Petitioner, spoke on behalf of the request. He provided further background and stated the existing home is approximately 11 feet from the side property line and is legal nonconforming. He stated a high percentage of the homes in the neighborhood do not meet the current setback requirements. He stated the adjacent neighbor has no issues with the request. He added this would be consistent with the existing character of the neighborhood.

Board Member Noonan made a motion, seconded by Board Member Harris, to Motion to establish findings of fact that all standards for approval of a Variance are met, and to approve of the request for a six-foot side yard on the east side of the property. Roll call.

AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Webb; Board Member Foley; Board Member Zwaga; Board Member Williams; Board Member Harris

Motion passed.

The following item was presented:

Item 5.F. V-10-23 - Public hearing, review, and action on a request submitted by Evergreen Racquet Club for approval of a Variance to allow reduced minimum off-street parking requirements in the P-3 (Airport) District, for the property located at 3203 E. Washington Street (PIN: 21-01-326-003)., as requested by the Economic & Community Development Department.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key existing site conditions and proposed improvements including the addition of parking spaces, stormwater detention, and improved flow of traffic circulation on the site. He stated the size of site for the specified use does not directly equate to the required parking; he stated the Petitioner has also provided parking study information to justify the request.

John Robertson (3 Redstone Court), representing the Petitioner, spoke on behalf of the request. He elaborated on the improvements planned for the site. He stated they conducted a parking study over the course of 30 days which indicated the planned parking is sufficient to meet the daily demand. He also discussed shared parking and



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: Ward 6 and Ward 7

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with George Gildner, Inc., for a Portion of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Replacement Program (Bid #2024-07), in the Amount of \$184,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will enter into an agreement with George Gildner, Inc., for a portion of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Program known as the West Corridors Sidewalk Project. Subsequent bids for other portions of the Fiscal Year 2024 Sidewalk, Curb, and Gutter Program will be released at a later date. The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 a.m. on Friday, July 21, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. George Gildner, Inc., was the lowest responsible bidder among the two bids opened on July 21. 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.

The West Corridors Sidewalk Project ("Project") was created specifically to benefit neighborhoods with high numbers of low-to-moderate income households, and the Project centers on key pedestrian locations for the residents. Construction locations are within an area designated as high need (2009 CDBG "slum-blight" designation), except for one block on West Front Street. All Project locations fall within the "Regeneration Area" identified by the City's 2035 Comprehensive Plan. The Public Works Department seeks to continue Community Development Block Grant ("CDBG") work on the Project which includes the replacement of substandard public sidewalk directly west of Downtown Bloomington along a 22-block area that has been identified through Census and the Illinois Department of Housing and Urban Development ("HUD") data as a high-needs area. The proposed agreement for Phase III will repair the sidewalk, curb, and gutter in two locations:

- A difficult stretch on the north side of West Market Street, from Howard Street to a Union Pacific railroad overpass. The work includes a continuous replacement of the sidewalk, with 2,300 square feet of new concrete sidewalk, along with the installation

of curb and gutter on the street side and a retaining wall along a landscaped side. The new sidewalk will be wider than the existing sidewalk.

- West Front Street sidewalk from Allin Street to Western Avenue. Work will involve the replacement of 7,000 square feet of substandard public sidewalks. (Average-to-good sidewalk will be left intact.) A key component of the Front Street work is improved access to the Constitution Trail, which serves as part of the non-vehicular transportation network for the community. The multi-use trail has sidewalk junctions at three points along West Front Street: Allin Street, Howard Street, and Western Avenue. The condition of the sidewalk-trail junctions at Allin and Western is in poor condition and will be enhanced with a new sidewalk and, at Western Avenue, with two new sidewalk ramps.

A previous CDBG-grant funded Phase I: Sidewalk included replacements along West Market Street, from Lee Street to Howard Street. It also funded a section of West Washington Street sidewalk adjacent to the West Bloomington Revitalization Project, a private not-for-profit, which serves low-to-moderate-income residents. Those locations were completed in Spring/Summer 2022. Phase II entailed sidewalk replacement along Morris Avenue from Market Street to Washington Street. Public Works used City funding for Phase II. Phase II has also been completed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on July 7, 2023.

FINANCIAL IMPACT: If approved, the City will enter into a Construction Agreement with George Gildner, Inc., in the Amount of \$184,000. This will be paid from the CDBG West Corridor-Sidewalk Phase III account (22402440-72560-52000). Currently, \$50,000 is budgeted for this Item in FY 2024. The Economic Development & Community Development is preparing the annual CDBG carry forward budget amendment that is planned to be presented to Council for consideration at the September 11, 2023 meeting. As part of this amendment, sufficient funding will be added to the account to pay for the sidewalk work. Stakeholders can locate this Item in the FY 2024 Budget Book titled "Other Funds & Capital Improvement" on page 20.

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 by prioritizing maintenance over building new and implementing fees to cover costs); and 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-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), and Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Ronald Harvey, Civil Engineer I

ATTACHMENTS:

[PW 1B Ordinance](#)

[PW 1C Agreement](#)

[PW 1D Bid Tab](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH GEORGE GILDNER, INC., FOR A PORTION OF THE FISCAL YEAR 2024 SIDEWALK, CURB, AND GUTTER PROGRAM (BID #2024-07), IN THE AMOUNT OF \$184,000

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 George Gildner, Inc., be approved for a portion of the FY 2024 Sidewalk, Curb, and Gutter Program (“Project”), in the amount of \$184,000.00; and

WHEREAS, the Project consists of work necessary to install approximately 9,300 square feet of sidewalk, along with installation of curb and gutter and retaining wall, and a contingency line item; and

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

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 14th day of August 2023.

APPROVED this ____ day of August 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

George Gildner, Inc.

FOR

FY 2024 Sidewalk, Curb and Gutter Replacement Program

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

2024-07: FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM (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:

George Gildner, Inc.
 Attn: Steve Gildner
 2031 Ireland Grove Rd PO Box 846
 Bloomington, IL 61702-0846
 gildnerinc@aol.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 George Goldner Jr.

By: George Goldner Jr.
Its President

By: John E. [Signature]
Its VP

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the successful completion of the contract. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 10 business days of the Notice to Proceed submission. All work shall be completed by November 3, 2023.

The project consists primarily of the following major work items:

1. Approximately 9,265 SQ FT Sidewalk Removal.
2. Approximately 5,783 SQ FT PCC Sidewalk 4-inch.
3. Approximately 2,824 SQ FT PCC Sidewalk 6-inch.
4. Approximately 589 SQ FT PCC ADA Ramps.
5. Approximately 365 FT Combination Curb and Gutter, Special.
6. Approximately 221 FT Barrier Yard Curb, Special.
7. Approximately 103 FT Retaining Wall, Special.

EXHIBIT B
COSTS/FEES

42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH 10 SQ YD \$820.00
 42300400* PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH 140 SQ YD
 \$12,180.00
 42400100* PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH 5783 SQ FT \$48,577.20
 42400300* PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH 2824 SQ FT \$25,839.60
 42400410* PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH 370 SQ FT \$3,663.00
 44000200 DRIVEWAY PAVEMENT REMOVAL 145 SQ YD \$2,827.50
 44000600* SIDEWALK REMOVAL 9265 SQ FT \$20,846.25
 60260100* INLETS TO BE ADJUSTED 1 EA \$300.00
 60404300* FRAMES AND GRATES, TYPE 3 2 EA \$1,250.00
 BLM00001* EARTH EXCAVATION, SPECIAL 328 SQ FT \$656.00
 BLM00002* TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA) 28 SQ FT \$152.60
 BLM00003* TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA) 48 SQ FT \$108.00
 BLM00004* HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4" 100 SQ FT
 \$850.00
 BLM00005* HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6" 100 SQ FT
 \$925.00
 BLM00006* HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8" 100 SQ FT
 \$1,000.00
 BLM00007* PORTLAND CEMENT CONCRETE RAMPS 589 SQ FT \$11,780.00
 BLM00009* DETECTABLE WARNINGS, CAST IN PLACE 58 SQ FT \$1,450.00
 BLM00014* SAW CUTTING/GRINDING SIDEWALK, SPECIAL 5 IN-FT \$180.00
 BLM00015* SIDEWALK REINFORCEMENT, SPECIAL 100 SQ FT \$125.00
 BLM00018* COMBINATION CONCRETE CURB AND GUTTER (SPECIAL) 365 LF \$18,980.00
 BLM00019* BARRIER YARD CURB, SPECIAL 221 LF \$10,608.00
 BLM00020* RETAINING WALL, SPECIAL 103 LF \$7,725.00
 BLM00022* TRAFFIC CONTROL AND PROTECTION, MAJOR STREET 1 EA \$1,200.00
 COB60211* STORM SEWER, SPECIAL 4 LF \$740.00
 X4400500* COMBINATION CURB AND GUTTER REMOVAL (SPECIAL) 538 LF \$5,918.00
 X4420201* PAVEMENT PATCHING (SPECIAL) 10 SQ YD \$985.00
 X6020076* INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE 1 EA \$2,245.00
 EXTWRK EXTRA WORK 1 L SUM \$2,068.15

Total Contract: \$184,000.00

Payment for work shall be issued within 10 business days of completion and approval from the Engineer.

EXHIBIT C
CERTIFICATE OF INSURANCE

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EXHIBIT D
FEDERAL PREVAILING WAGE
STATEMENT

DAVIS-BACON ACT. As required by Federal program legislation, VENDOR shall comply with the Davis-Bacon Act (40 USC 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, VENDOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, VENDOR shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at SAM.gov | Wage Determinations. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



City of Bloomington
Public Works
Kevin Kothe, Director
115 East Washington Street, Suite 403, Bloomington, IL 61701

EVALUATION TABULATION
ITB No. 2024-07
FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM
RESPONSE DEADLINE: July 21, 2023 at 10:00 am
Report Generated: Wednesday, July 26, 2023

SELECTED VENDOR TOTALS

Vendor		Total
George Gildner Inc.		\$191,931.15
SNC Construction, Inc.		\$348,515.30

FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM

* SPECIALTY ITEM - SEE SPECIAL PROVISIONS

Selected	FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM				George Gildner Inc.		SNC Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	10	SQ YD	\$82.00	\$820.00	\$85.95	\$859.50
X	42300400*	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	140	SQ YD	\$87.00	\$12,180.00	\$88.93	\$12,450.20
X	42400100*	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	5783	SQ FT	\$8.40	\$48,577.20	\$12.50	\$72,287.50
X	42400300*	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	2824	SQ FT	\$9.15	\$25,839.60	\$14.38	\$40,609.12

EVALUATION TABULATION

ITB No. 2024-07

FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM

FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM							George Gildner Inc.		SNC Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	42400410*	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	370	SQ FT	\$9.90	\$3,663.00	\$16.25	\$6,012.50		
X	44000200	DRIVEWAY PAVEMENT REMOVAL	145	SQ YD	\$19.50	\$2,827.50	\$15.93	\$2,309.85		
X	44000600*	SIDEWALK REMOVAL	9265	SQ FT	\$2.25	\$20,846.25	\$2.68	\$24,830.20		
X	60260100*	INLETS TO BE ADJUSTED	1	EA	\$300.00	\$300.00	\$1,912.50	\$1,912.50		
X	60404300*	FRAMES AND GRATES, TYPE 3	2	EA	\$625.00	\$1,250.00	\$1,258.75	\$2,517.50		
X	BLM00001*	EARTH EXCAVATION, SPECIAL	328	SQ FT	\$2.00	\$656.00	\$7.63	\$2,502.64		
X	BLM00002*	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	28	SQ FT	\$5.45	\$152.60	\$60.45	\$1,692.60		
X	BLM00003*	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	48	SQ FT	\$2.25	\$108.00	\$77.94	\$3,741.12		
X	BLM00004*	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	100	SQ FT	\$8.50	\$850.00	\$14.68	\$1,468.00		
X	BLM00005*	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	100	SQ FT	\$9.25	\$925.00	\$15.68	\$1,568.00		
X	BLM00006*	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	100	SQ FT	\$10.00	\$1,000.00	\$17.59	\$1,759.00		
X	BLM00007*	PORTLAND CEMENT CONCRETE RAMPS	589	SQ FT	\$20.00	\$11,780.00	\$28.05	\$16,521.45		
X	BLM00009*	DETECTABLE WARNINGS, CAST IN PLACE	58	SQ FT	\$25.00	\$1,450.00	\$386.25	\$22,402.50		

EVALUATION TABULATION

Invitation to Bid - FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM

EVALUATION TABULATION

ITB No. 2024-07

FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM

FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM							George Gildner Inc.		SNC Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	BLM00014*	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	5	IN-FT	\$36.00	\$180.00	\$36.00	\$180.00	\$8,125.00	\$40,625.00
X	BLM00015*	SIDEWALK REINFORCEMENT, SPECIAL	100	SQ FT	\$1.25	\$125.00	\$1.25	\$125.00	\$2.59	\$259.00
X	BLM00018*	COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)	365	LF	\$52.00	\$18,980.00	\$52.00	\$18,980.00	\$84.53	\$30,853.45
X	BLM00019*	BARRIER YARD CURB, SPECIAL	221	LF	\$48.00	\$10,608.00	\$48.00	\$10,608.00	\$46.73	\$10,327.33
X	BLM00020*	RETAINING WALL, SPECIAL	103	LF	\$75.00	\$7,725.00	\$75.00	\$7,725.00	\$49.33	\$5,080.99
X	BLM00022*	TRAFFIC CONTROL AND PROTECTION, MAJOR STREET	1	EA	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$17,475.00	\$17,475.00
X	COB60211*	STORM SEWER, SPECIAL	4	LF	\$185.00	\$740.00	\$185.00	\$740.00	\$441.30	\$1,765.20
X	X4400500*	COMBINATION CURB AND GUTTER REMOVAL (SPECIAL)	538	LF	\$11.00	\$5,918.00	\$11.00	\$5,918.00	\$15.80	\$8,500.40
X	X4420201*	PAVEMENT PATCHING (SPECIAL)	10	SQ YD	\$98.50	\$985.00	\$98.50	\$985.00	\$265.35	\$2,653.50
X	X6020076*	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	1	EA	\$2,245.00	\$2,245.00	\$2,245.00	\$2,245.00	\$5,531.25	\$5,531.25
X	EXTWRK	EXTRA WORK	1	L SUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total						\$191,931.15				\$348,515.30

EVALUATION TABULATION

Invitation to Bid - FY 2024 SIDEWALK, CURB AND GUTTER REPLACEMENT PROGRAM



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: August 28, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Regarding its Various Departments and Separating the Functions of Public Works, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2a. Better quality roads and sidewalks

BACKGROUND: The City Manager is bringing forward a proposal to reorganize the Public Works Department. This reorganization has been carefully planned to enhance the efficiency, effectiveness, coordination, and execution of essential services within the City. In its current form, the Public Works Department has approximately 160 full-time employees and covers streets, sewers, solid waste, fleet, facilities, water (including meter service, water distribution, mechanical maintenance, water purification, lake maintenance and water administration), and engineering.

The reorganization involves the separation of Public Works, in its current form, into three different departments, including Public Works, Water, and Operations & Engineering Services.

The City is currently facing a variety of demands in the general area of public works. This includes everything from an increase in large developments, increased demand for engineers, significant infrastructure needs, implementation of the Water Master Plan, and a general desire to do more with our roads and aging infrastructure. In order to better manage these demands, as well as ensure the highest level of service delivery, the decision was made to propose restructuring the existing Public Works Department. As shown below, the reorganization is designed to:

- provide a more focused approach on the areas covered, including roads, sewers, and water;
- ensure we have the right experts in each department who are well-versed in the specific challenges and requirements of their respective fields, leading to improved decision-making and resource allocation;
- streamline operations to obtain faster response times, reduce project delays, and improve workflows;

- establish clear lines of accountability and responsibility to promote effective management and produce better outcomes for the residents of the City; and
- with more focused departments, improve communication within and outside the organization to better engage the public and stakeholders.

First, the reorganization creates a Public Works Department that is solely focused on streets, sewers, and solid waste. The Public Works Director will be physically located with these divisions and will be specifically given the charge of addressing the unique challenges and complexities associated with streets, sewers, and solid waste.

Similar to how the City has operated in the past, the reorganization re-creates a separate Water Department. This department will oversee the management, treatment, and distribution of the City's water resources. With separating the Water Department out, it is the intent of City administration to streamline their oversight, work to improve efficiencies in service, and begin implementation of the Water Master Plan.

The final part of the reorganization involves creation of the Department of Operations & Engineering Services. This Department will house various divisions that provide internal services across the organization, including Facilities and Fleet. In addition, this Department will house the City's engineering team and will ensure the Public Works Department and Water Department have sufficient support staff, project managers, and analysts. A primary focus of this Department will be improving the execution of City projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Engagement with the City's existing employees and leadership within the Public Works Department.

FINANCIAL IMPACT:

This reorganization proposes to convert the current structure of one Director and 3 Assistant Directors (4 FTEs) to three Directors and one Assistant (4 FTEs). While there could be some increase in total costs related to that, the financial impact should be immaterial. The final reorganization form could include a need for some additional staff, but again, the financial impact should be immaterial, especially given the Public Works function is supported by several Funds within the City's financial structure. Finance will carefully monitor the reorganization and alert Administration and the Council to any material changes and/or trends.

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: Jeff Jurgens, Deputy City Manager

ATTACHMENTS:

[ADM 4B PW Reorganization Ordinance](#)

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE REGARDING ITS VARIOUS
DEPARTMENTS AND SEPARATING THE FUNCTIONS OF PUBLIC WORKS

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

Section 1. That Bloomington City Code Chapter 2, shall be amended by deleting Section 2-302 [Ch 2, Section 29] in its entirety and replacing it as follows:

§2-301: Departments enumerated

In addition to the Office of the City Manager, the administrative service of the City shall be organized into the following departments where are hereby established:

Arts & Entertainment Department
Economic & Community Development
Finance Department
Fire Department
Human Resource Department
Legal Department
Operations & Engineering Services
Parks & Recreation Department
Police Department
Public Works Department
Water Department

Section 2. That Bloomington City Code Chapter 2, shall be amended by deleting Section 2-333 [Ch 2, Section 56] in its entirety and replacing it as follows:

§2-333: Department of Public Works

- A. Establishment. There is hereby created the Department of Public Works for the City. This department shall consist of the Director of Public Works, the Divisions of Streets and Sewers and the Division of Solid Waste and such other officers and employees as may be provided by the Council.
- B. Director of Public Works. There is hereby created the Office of Director of Public Works who shall be appointed by the City Manager as provided by law. The Manager, or a representative named by the City Manager, shall serve as the Acting Director of Public Works until this office is filled by appointment. The Director shall have control and supervision over all officers and employees assigned to this department, subject to the control of the City Manager.
- C. Functions. The Public Works Department, though the supervision of its Director, shall have charge of and supervision over all public property of the City including all streets, sewers, inlets, parkways, sidewalks, parking lots, and all other property of the City not specifically assigned to some other officer. The Director

shall have charge of the collection and disposal of garbage, recycle, brush, leaves, bulk and operation of drop-off facilities. Additionally, the Department, through its Director, shall also:

- (i) have charge of and be responsible for the care, maintenance and operation of the sewer system of the City, all streets, alleys and sidewalks, and the drainage thereof, except insofar as the care, maintenance, and operation of any of the foregoing may by law or valid ordinance be required to be cared for, maintained or operated by an existing board created or a separate municipal corporation;
 - (ii) assist in emergency situations, such as natural disasters and/or accidents;
 - (iii) assist with engagement within the community to provide information about ongoing projects and initiatives; and
 - (iv) work to incorporate sustainable technologies and materials into projects.
- D. Bond - oath. Before entering upon the duties of his office, he shall take the oath prescribed by law for all City officers and shall execute and deliver a bond payable to the City in the penal sum of \$5,000 with sureties to be approved by the Council conditioned upon the faithful performance of the duties of his office.

Section 3. That Bloomington City Code Chapter 2, shall be amended by adding a new Section 2-234 [Ch. 2, Sec. 57] as follows:

§2-334: Department of Operations & Engineering Services

- A. Establishment. There is hereby created the Department of Operations & Engineering Services for the City. This department shall consist of the Director of Operations and Engineering Services, as well as divisions for engineering, fleet, facilities, and support staff. The department will also include project managers, analysts, and such other officers and employees as may be provided by the Council.
- B. Director of Operations & Engineering Services. There is hereby created the Office of Director of Operations & Engineering Services who shall be appointed by the City Manager as provided by law. The Manager, or a representative named by the City Manager, shall serve as the Acting Director of Operations & Engineering Services until this office is filled by appointment. The Director shall have control and supervision over all officers and employees assigned to this department, subject to the control of the City Manager.
- C. Functions. The Department of Operations & Engineering Services shall serve as a supporting department to other City departments and shall assist said departments in completing their work as directed by the City Manager, or designated Deputy City Manager. In addition to other functions directed by the City Manager, or designated Deputy City Manager, the specific divisions of the Department shall also provide the following services:
- (i) The Engineering Division shall:
 - (a) Design or approve the design, permit and provide construction

- supervision of all public improvements located on the public right-of-way or in easements unless provided for by another department.
 - (b) Review all proposed plans for the subdivision of land for conformance to the Subdivision Code and make recommendations to the City Manager.
 - (c) Review and approve site plans for conformance with City code and another applicable standards and best management practices.
 - (d) Retain records concerning all public improvements.
 - (e) Provide engineering services to other City department€
 - (f) Issue excavation/utility permits, erosion control permits, curb cut permits, and traffic control permits as applicable for all work in the City's jurisdiction.
 - (g) Maintain the official record of the City limits.
 - (h) Assist with the long-term planning for the City's infrastructure, including roads, bridges, utilities, drainage systems, and public transportation.
 - (i) Design various public works projects, ensuring that they meet safety, environmental, and regulatory standards.
 - (j) Assign all addresses.
 - (k) Oversee and administer floodplain regulations.
 - (l) The City Traffic Engineer shall oversee the planning and installation of all traffic control devices in compliance with applicable laws and standards.
- (ii) The Fleet Division shall:
- (a) Acquire new vehicles and equipment needed by different City departments. This involves conducting research, evaluating specifications, obtaining bids or quotes via the City's procurement process, and ensuring that the vehicles meet safety and environmental standards.
 - (b) Maintain and repair of the City's vehicles and equipment. This includes scheduled preventive maintenance, unscheduled repairs, diagnostics, and servicing to ensure that vehicles are in optimal working condition.
 - (c) Manage an inventory of spare parts and supplies needed for vehicle repairs and maintenance. This includes to track stock levels, reorder supplies, and ensure that the right parts are available when needed to minimize downtime.
 - (d) Monitor fuel consumption, track fuel expenses, and implement fuel-efficient practices.
 - (e) Analyze data to identify trends, make informed decisions about replacements and upgrades, and optimize overall fleet operations.
 - (f) Plan for the replacement and disposal of vehicles and equipment based on factors like age, mileage, maintenance history, and budget considerations.
 - (g) Review environmentally friendly practices, such as incorporating hybrid or electric vehicles into the fleet, implementing eco-driving techniques, and exploring sustainable fuel options.

- (iii) The Facilities Division shall:
 - (a) Responsible for the day-to-day management of City-owned properties and buildings. This involves ensuring these properties are properly maintained, secure, and functional.
 - (b) Oversee routine maintenance and repairs of buildings, structures, and other facilities. This includes tasks such as HVAC maintenance, plumbing repairs, electrical work, painting, carpentry, and general upkeep to ensure the safety, functionality, and aesthetics of the facilities.
 - (c) Assist with the best utilization of space within City facilities, including to plan layouts, allocate office or workspace to different departments, and ensure that the space is efficient and conducive to the needs of city employees and residents.
 - (d) Ensure that City facilities comply with safety codes, building regulations, and environmental standards.
 - (e) Implement energy-efficient practices and sustainable initiatives within City facilities. This includes installing energy-efficient lighting, HVAC systems, and water-saving fixtures, as well as exploring renewable energy sources and waste reduction strategies.
 - (f) Maintain and suggest security measures within City properties.
 - (g) Work with vendors, contractors, and service providers for various facility-related needs.
 - (h) Ensure that City facilities are accessible and inclusive to all employees and residents, including those with disabilities. This involves complying with accessibility standards and making necessary modifications to accommodate different needs.
 - (i) Manage budgets related to facility operations, maintenance, and improvements.
- (iv) The Public Services Support Division shall:
 - (a) Provide administrative support to the Department as well as to the Public Works Department and Water Department.
 - (b) Assist with community engagement and questions related to infrastructure involving the Department of Operations & Engineering Services, the Public Works Department and Water Department.

D. Bond - oath. Before entering upon the duties of his office, he shall take the oath prescribed by law for all City officers and shall execute and deliver a bond payable to the City in the penal sum of \$5,000 with sureties to be approved by the Council conditioned upon the faithful performance of the duties of his office.

Section 4. That Bloomington City Code Chapter 27 shall be amended by deleting Section 27-101 [Ch 27, Section 1] in its entirety and replacing it as follows:

§27-101: Water Department

- A. Establishment. There is hereby created the Water Department for the City. This department shall consist of the Water Director, the Division of Water Treatment and the Division of Water Distribution and such other officers and employees as may be provided by the Council. The Water Director shall have charge of the supplying and distribution of water within or without the limits of the City from the water supply and distribution system now owned and operated by said City, which said supplying and distribution is authority and directed.
- B. Water Director. There is hereby created the Office of Water Director who shall be appointed by the City Manager as provided by law. The Manager, or a representative named by the City Manager, shall serve as the Acting Director of Public Works until this office is filled by appointment. The Director shall have control and supervision over all officers and employees assigned to this department, subject to the control of the City Manager.
- C. Functions. The Water Department, through the supervision of the Water Director, shall have charge of the supplying and distribution of water within or without the limits of the City from the water supply and distribution system now owned and operated by said City, which said supplying and distribution is authority and directed. The Department shall be responsible for the construction, operation and maintenance of all facilities and programs necessary to provide for the treatment and distribution of potable water to all customers in conformance with all Illinois Environmental Protection Agency (IEPA) rules, regulations and guidelines. The Water Division shall also be responsible for the improvement and maintenance of all public land located at Lake Bloomington and Evergreen Lake.
- D. Bond - oath. Before entering upon the duties of his office, he shall take the oath prescribed by law for all City officers and shall execute and deliver a bond payable to the City in the penal sum of \$5,000 with sureties to be approved by the Council conditioned upon the faithful performance of the duties of his office.

Section 5. That Bloomington City Code Chapter 27 shall be amended by changing all references to “Public Works Department” in Chapter 27 to “Water Department” and all references to “Director of Public Works” in Chapter 27 to “Water Department Director”.

Section 6. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

Section 7. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 8. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 9. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 28th day of August 2023.

APPROVED this ____ day of August 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk