CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING AUGUST 8, 2022

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 8, 2022, 6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Public Comment**

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

6. **Recognition/Appointments**
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 June 27, 2022 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and action to approve Bills and Payroll in the amount of $4,426,542.62, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   C. Consideration and action to approve 1) the Purchase of three (3) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader bodies from Key Equipment, in the amount of $472,440, using the Sourcewell Contract (#091219-LEG, exp. 11/15/23), 2) the Purchase of three (3) 2023 Crane Carrier Model LDT2-30 chassis from Cumberland Servicenter, in the amount of $578,541, using the Sourcewell Contract (#060920-CRN, exp. 8/1/24), and 3) Authorization to trade in the surplus units, three (3) 2012 Crane Carrier LGT2-26 Automated Collection Trucks (R15, R40, R44), for a total credit of $84,000, for a total purchase of $1,050,981 for three (3) automated collection trucks, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Surplus Trade-in be approved.)*

D. Consideration and action to approve the 2022 Supportive Housing and Continuum of Care Grant Agreement (IL0288L5T122114) in the amount of $26,433.00 with the United States Department of Housing and Urban Development, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Agreement be approved.)*

E. Consideration and action on a Resolution Waiving the Formal Bidding Requirements and Approving the Necessary Agreements with Decision Optimization Technology - United States to Provide Decision Optimization Technology Transportation Module and Bridge Module Software and Associated Services, in the amount of $23,300, with future annual subscription services, in the amount of $23,300 (renewable annually for an additional two (2) years), as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*

F. Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30,2023, to Utilize Fund Balance and Increase the General Fund budget by $12,000, and 2) to approve a $12,000 Contingency to cover Ford OEM Chassis for two (2) Horton Ambulances purchased through the Suburban Purchasing Cooperative (NWMC) #174 (exp. 12/31/22), as requested by the Fire Department. *(Recommended Motion: The proposed Ordinance and Contingency be approved.)*

G. Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023 in the amount of $95,899.34, and 2) to approve a Design Agreement with Farnsworth (A&E RFQ #2022-25) for a Ewing Park II Shelter-Restroom Facility in the amount of $38,800.00, as requested by the Parks and Recreation Department. *(Recommended Motion: The proposed Ordinance and Agreement be approved.)*

H. Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the Property Located at 19 Aberdeen Way, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

I. 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 217 Magnolia Drive, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

J. Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District, with a Variance, for the Property Located at 601 S. Livingston Street, 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 Chicken-Keeping in the R-1C (Single-Family Residence) District, for the Property Located at 2813 Chesapeake Lane, 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 Rooming House, with Variance, in the R-2 (Mixed Residence) District, for the Property Located at 709 Douglas Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

M. Consideration and action on an Ordinance Approving a Special Use Permit for Personal Care Services in the R-D (Downtown Neighborhood Residence) District, for the Property Located at 701 E. Washington Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

N. Consideration and action on an Ordinance Approving a Special Use Permit for a Dwelling Unit, Two-Family, in the B-2 (Local Commercial) District, for the Property Located at 802 E. Grove Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

O. Consideration and action to approve an Application from Around the Corner II, Inc., d/b/a JP's Wheel & Alehouse, located at 409 N. Hershey Rd., requesting a change of ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License and Change of Ownership be approved.)*

8. Regular Agenda

A. Consideration and action to approve an Agreement with Rowe Construction - A Division of United Contractors Midwest, for the FY 2023 General Resurfacing Program, in the amount of $5,220,438.92, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.) (Presentation by Kevin Kothe, Public Works Director, 5 minutes; and City Council Discussion, 10 minutes.)*

B. Consideration and action to approve a City of Bloomington Resolution of Adoption of the McLean County Multi-Jurisdictional All Hazards Mitigation Plan, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Kevin Kothe, P.E., Director of Public Works, 5 minutes; and City Council Discussion, 10 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

A. Pending Litigation - Section 2(c)(11) of 5 ILCS 120 (15 min)

13. Return to Open Session and Adjourn

CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the June 27, 2022 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:
CLK 1B DRAFT 06-27-2022 City Council Minutes - Regular Session

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JUNE 27, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, June 27, 2022. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Grant Walch	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
Nick Becker	Council Member, Ward 4	Present
Julie Emig	Council Member, Ward 5	Present
De Urban	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Absent
Jeff Crabill	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. Tyanna Powell emailed public comment. The following spoke in-person: (1) Scott Stimeling; (2) Gary Lambert; and (3) William "Curtis" Johnston.

Recognition/Appointments

No recognitions or appointments were made.

Consent Agenda

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

Mayor Mwilambwe stated that only Item 7.C.'s reappointments would be considered and that the appointments would be bumped to the July 11, 2022 meeting.

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

Item 7.A. Consideration and action to approve the Minutes of the May 23, 2022, 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 $10,025,347.29, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 7.C. Consideration and action to approve Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Reappointments be approved.)*

Item 7.D. Consideration and action to approve the 2022 Supportive Housing and Continuum of Care Grant Agreements (IL0283L5T122113 and IL0289L5T122114) in the amount of $235,250.00 with the United States Department of Housing and Urban Development, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Agreements be approved.)*

Item 7.E. Consideration and action to approve the Annual Regional Service Agreement and Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of $54,000 for the MCRPC fiscal year July 1, 2022, through June 30, 2023, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Agreement and Payment be approved.)*

Item 7.F. Consideration and action to approve a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and a Local Public Agency General Maintenance Estimate of Maintenance Costs, to allocate State MFT funds for street lighting electrical energy and rental charges through the FY2023 MFT General Maintenance Program, in the amount of $500,000, for the period May 1, 2022, through April 30, 2023, as requested by the Public Works Department. *(Recommended Motion: The proposed MFT Resolution and Estimate be approved.)*

Item 7.G. Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to utilize fund balance and increase the General Fund budget by $336,737, and 2) to approve the Purchase of two (2) Horton Ambulances through the Suburban Purchasing Cooperative (NWMC) Contract #174 (exp. 12/31/22) from Foster Coach Sales, Inc. in Sterling, Illinois for $639,900, as requested by the Fire Department. *(Recommended Motion: The proposed Ordinance and Purchase be approved.)*

Item 7.H. Consideration and action on an Ordinance Amending Bloomington City Code Chapter 28, Section 65 to Increase Fines for Disorderly Premises, as requested by the Police Department, and the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7.I. Consideration and action to approve an Application from Keldon, Inc., d/b/a Times Past Inn, located at 1216 Towanda Ave., requesting an approval of a change of ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License and Change of Ownership be approved.)*

Item 7.J. Consideration and action to approve a Lake Bloomington Lot Lease and Petition for Lot 9 in Block 1 and Lot 1 in Block 2 in Camp Iroquois, with the Petitioner, Brian D. Stenger, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Lease and Petition be approved.)*

Mayor Mwilambwe directed the clerk to call the roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Consideration and action on a Resolution Authorizing a Redevelopment Project in the Empire Street Corridor Redevelopment Project Area (Connect Transit Bus Stops on IAA Drive), as requested by the Economic & Community Development Department, and the Finance Department.

Mayor Mwilambwe stated that only the Resolution would be considered and that the Budget Amendment Ordinance, as mentioned in the proposed packet motion, was no longer needed.

City Manager Tim Gleason noted the Item could have been brought on the Consent Agenda, but he and staff felt it important to highlight, and so it appeared on the Regular.

Melissa Hon, Economic & Community Development Director, addressed Council and discussed the proposed redevelopment plan to install public sidewalks and ramps, as well as two bus stops. She spoke in favor of the improvements to the area.

Council Member Becker noted additional development in the area and asked if any of the future projects would cause the sidewalks or bus stops to be reworked. Kevin Kothe, Public Works Director, stated that he was not aware of any project impacts.

Council Member Boelen expressed interest in reducing the speed limit on that road.

Council Member Crabill echoed interest in reducing the speed and adding flashing lights. He asked if the sidewalks would connect to the subdivisions. Mr. Kothe confirmed.

Council Member Walch requested sidewalks also connect to the McDonalds entrance. Mrs. Hon stated that she would verify whether that could occur.

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

Mayor Mwilambwe directed the Clerk to call the roll:

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

Motion carried.

The following item was presented:

Item 8.B. Consideration and action to approve the Public Safety Dispatch Contract, as requested by the Human Resources Department.

City Manager Gleason stated that the union contract before Council is for Police Department dispatch and is 1 of 11 collective bargaining agreements held by the City. He recognized the dispatch team and complimented them on the impact they have on the community. He explained significant changes in the contract including a one-time signing bonus, an incremental pay increase, and steps towards establishing staff longevity and retention. He pointed out the contract appearing on the Regular Agenda instead of the Consent where it had historically been placed. He stated the move to Regular enabled him to recognize staff' and their accomplishments, which he believed to be very important.

Council Member Boelen made a motion, seconded by Council Member Crumpler, to approve the proposed Contract as presented.

Mayor Mwilambwe directed the Clerk to call the roll:

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

Motion carried.

The following item was presented:

Item 8.C. Consideration and action on a Resolution Repealing Resolution No. 2022-20 and Rescinding Approval of the Energy Efficiency Program Agreement, as requested by the Legal Department.

City Manager Gleason stated that Items 8.C. and 8.D. were related and that 8.D. had originally been approved by Council on June 13, 2022. He explained that soon after that meeting, it was discovered that Council Member Emig had a conflict of interest in the Item. He described that Item 8.C. would repeal the originally passed Resolution and rescinding approval of the Agreement. The Resolution and Agreement would then be reconsidered under Item 8.D. with Council Member Emig recused from the vote.

Council Member Emig recused herself at 6:34 p.m.

Council Member Urban made a motion, seconded by Council Member Boelen, to approve the proposed Resolution as presented.

Mayor Mwilambwe directed the Clerk to call the roll:

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

Motion carried.

The following item was presented:

Item 8.D. Consideration and action on a Resolution Authorizing the Renewal of a Joint Agreement with the Town of Normal and the Ecology Action Center for an Energy Efficiency Program, as requested by the Facilities Department.

Council Member Boelen stated that she supported of the Item. She noted the Program mandated and provided resources for residents.

Council Member Crabill made a motion, seconded by Council Member Crumpler, to approve the proposed Resolution and Agreement as presented.

Mayor Mwilambwe directed the Clerk to call the roll:

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

Motion carried.

Council Member Emig returned at 6:37 p.m.

The following item was presented:

Item 8.E. Consideration and action on an Ordinance Approving a Special Use Permit for an Adult-Use Cannabis Dispensing Organization in the B-1 (General Commercial) District for the Property Located at 1006 JC Parkway, as requested by the Economic & Community Development Department.

City Manager Gleason noted staff recommended approval of the Item.

Melissa Hon, Economic & Community Development Director, addressed Council and provided a brief overview of the proposal, which included development of a vacant property. She noted that the proposed building improvements included a safety plan that had been reviewed without concern by the Bloomington Police Department. She reported

that the dispensary, if approved, would be the second in Bloomington meeting the City's State allowance of dispensaries. She reported that the Zoning Board of Appeals ("ZBA") held a public hearing on the development on May 18, 2022 and that with the exception of the Petitioner speaking on its behalf, no other feedback or testimony was received. The ZBA, with a 5-0 vote, positively recommended the Application to Council finding it met all the standards for a special use permit.

Council Member Walch expressed frustration in the procedure required in Council's consideration of the Item and believed it was too limiting. He was concerned with the proposed location and potential safety of pedestrians. City Manager Gleason clarified that it was not uncommon for staff to email Council regarding procedure in preparation for meetings. He explained that staff provided strict rules for discussion of the Item in an effort to reduce liability and/or litigation risks. He explained that Council could approve, deny, or remand the Item back to the ZBA, but that no new information should be introduced.

Jeff Jurgens, Corporation Counsel, reiterated procedure adding that Council could ask questions, but that the City Code narrowed Council's scope to reviewing the ZBA's recommendation of whether standards had been met. He explained that if remanded, the Item would go back to the ZBA allowing additional public input.

Council Member Montney too was frustrated with the required procedure. She believed it lacked an open public forum and wanted the opportunity to ask the Petitioner additional questions. She asked Mr. Jurgens about provisions enabling Council to consider additional information through questions. Mr. Jurgens explained that public hearings assigned to other public bodies restricted Council from re-hearing matters already heard; however, that there was a provision that allowed Council to suspend the rules, allowing Council the opportunity to ask additional questions. She stressed the need for the process to be re-evaluated, stating that advisory boards were appointed and not elected. Mr. Jurgens clarified that both the ZBA and Planning Commission had held public hearings on the Item supporting the recommendation, but that Council had the final decision. He reiterated Council's remaining power enabling the ZBA to gather additional evidence.

Mayor Mwilambwe confirmed with Mr. Jurgens that Council could discuss the content of the report, but not introduce new evidence.

Council Member Montney further expressed her concern that elected officials could not participate in the public hearings.

Mayor Mwilambwe and Mr. Jurgens discussed how to proceed. Mr. Jurgens noted that with the Petitioner present and willing to answer questions, Council could suspend the rules and ask additional questions.

Council Member Boelen made a motion, seconded by Council Member Emig, to suspend the rules for 15 minutes.

Council Member Crabill was concerned that proper notice had not been given to the public for a public hearing. Mr. Jurgens confirmed with Mrs. Hon that no one from the public had attended the public hearings for the Item when previously considered.

Council Member Montney stated that she had questions for law enforcement as well.

Mayor Mwilambwe directed the Clerk to call the roll:

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

NAYES: Urban, Crabill

Motion carried.

Mayor Mwilambwe and Mr. Jurgens discussed the need for a 2/3 vote to approve suspending the rules.

Conor Johnston, Project Sponsor for the Petitioner, Project Equity Illinois, LLC ("PEI"), was present to answer questions.

Council Member Montney asked which owners of Project Equity Illinois, LLC currently lived in Illinois. Mr. Johnston stated that John Rushing, the Social Equity Partner, a retired Marine and the majority owner of the company, lived in Illinois. She then asked a series of questions to clarify the residency of John Rushing, James Rushing, and Quentin Platt, as well as their ownership in other dispensaries referencing negative articles of locations in California. Mr. Johnston stressed the inaccuracies of the predominant article, of which had been retracted, also noting much of the store's attention was due to it being the first adult-use and social equity store in San Francisco. They then discussed in detail the Cannabis Retailers Alliance and its role and impact on the petitioning business.

Council Member Walch expressed appreciation to Mr. Johnston for taking the time to appear at Council. He expressed concern with the significant amount of consolidation and reorganization in the cannabis industry and how it kept Council from knowing who owned or participated in cannabis businesses. He asked whether Council had to approve ownership change. Mr. Johnston explained challenges in the industry and stated that the primary point of contact would be the local general manager who would be full-time with very public contact information. Mr. Johnston stated that ownership approval requirements depended on the jurisdiction and that they had no intention on selling.

Mr. Johnston concluded by stating that the company (Petitioner) was more than willing to make pledges to the community as part of the approval package in that if the establishment didn't live up to the pledges it would be considered out of compliance.

Mayor Mwilambwe stated the end of the 15 minutes.

Council Member Montney stated she had several more questions and expressed interest in the Chief of Police participating in the discussion.

Council Member Walch made a motion, seconded by Council Member Montney, to extend the suspension of the rules for an additional 15 minutes.

Mayor Mwilambwe directed the Clerk to call the roll:

AYES: Walch, Montney, Emig, Becker

NAYES: Boelen, Urban, Crabill, Crumpler

Motion failed.

Council Member Urban made a motion, seconded by Council Member Crabill, to approve the Ordinance as presented.

Council Member Montney expressed concern with the lack of technology for field sobriety tests.

Council Member Crabill made a point of order and asked for a confirmation of procedure. Mayor Mwilambwe and Mr. Jurgens, after a brief discussion, determined Council could continue regular discussion.

Council Member Montney stated that she believed Council should maintain full consideration powers. She asked that the Chief of Police be able to provide input. Mr. Jurgens responded that Council would have to suspend the rules again.

Council Member Walch and Mr. Jurgens discussed the remand process and Mr. Jurgens clarified that Council Members could not testify at the advisory board's public hearings when ultimate decision would be made by Council. Council Member Walch asked if he could propose an additional motion. Mayor Mwilambwe stated that Council would consider the motion on the floor.

Council Member Boelen provided a brief history of her participation on the Cannabis Taskforce in which Council Member Urban also sat. She stated that, at that time, Council could only consider opting into permitting cannabis dispensaries, taxes, and special use permit qualifications associated with dispensaries. Mr. Jurgens confirmed. Council Member Boelen then confirmed with Mr. Jurgens that the recommendation from the ZBA was within the parameters set by Council.

Council Member Emig reminded Council that if amendment to the process were desired, it could be a submitted as a Council Initiative.

Council Member Crumpler thanked Mr. Johnston for his willingness to answer questions. He noted that recreational cannabis was legal in Illinois and that the petition had been unanimously recommended and that local businesses too supported the development. He pointed out that the Petitioner was committed to purchase and renovate a vacant building. He offered his respect for the moral concerns of his fellow Council Members. He supported the development and recognized it would create 20 jobs in the City.

Council Member Crabill echoed appreciation to Mr. Johnston and expressed his support in the Item. He discussed ownership changes as standard in business and too was excited for the jobs it would create. He ended by pointing out the strict State standards tied to social equity applicants.

Council Member Urban called the question.

Mayor Mwilambwe directed the Clerk to call the roll:

AYES: Boelen, Emig, Urban, Crabill, Crumpler

NAYES: Walch, Montney, Becker

Motion carried.

Council Member Montney asked about the owners' ethnic backgrounds in reference to the Petitioner's social equity application.

Council Member Crabill called point of order.

Mayor Mwilambwe closed the discussion.

The following item was presented:

Item 8.F. Presentation of the 2021 Annual Fire Department Report, as requested by the Fire Department.

City Manager Gleason commended the Bloomington Fire Department ("BFD").

Fire Chief Eric West compared the number of fire and emergency medical services ("EMS") incidents over the past six years, noting a significant increase in 2021. He commented to two significant events, an ice storm, and a flooding incident, which added 300 to 350 calls between the two events. He discussed incidents by station with half of all incidents completed by Station 1. He talked about the 401 collaborative responses with surrounding municipalities, as well as the top 10 reasons for fire and EMS responses. He recognized new hires, promotions, appointments, and retirements, noting BFD was still down 10 full time staff. He went on to discuss public education outreach, as well as Department training and reported on investigation details. He concluded his presentation with a discussion of BFD's 2021 accomplishments and the upcoming projects.

Council Member Walch commented to BFD's 28 EMS calls per day in 2021 and was hopeful that number would trend down with the implementation of the Mobile Health Unit. He expressed interest in learning more about injuries sustained by BFD staff. Chief West responded that he would get those statistics to Council. Council Member Walch complimented the Department and asked Chief West to let Council know if they had needs.

Council Member Montney and Chief West discussed drug overdose statistics.

Council Member Emig expressed interest in more information on the drug overdose statistics. She and Chief West then discussed a constituent's concern about BFD sirens on Washington St. Chief West explained that Washington St. was a main corridor to the hospital and therefore, remained a high traffic area for BFD vehicles.

Council Member Boelen and Chief West discussed mental health calls and statistics.

Council Member Becker asked if the shortage in staff impacted call response times. Chief West stated that it did not but that it results in more overtime and staff working double shifts. Mayor Mwilambwe asked if the shortage of staff was due to injury. Chief West stated that it was not. It was the result of not being able to replace staff as fast as they lost them. He noted that BFD had not been fully staffed for 8 to 10 years.

Council Member Crumpler asked if an additional station would be helpful. Chief West stated that a preliminary station study had confirmed an additional station would help, but that BFD would have difficulty staffing it.

Council Member Crabill and Chief West discussed potential staffing solutions, as well as the hiring of diverse candidates. Council Member Crabill asked how many firefighters were also Emergency Medical Technicians ("EMT"). Chief West responded with 98%.

Mayor Mwilambwe commended BFD and recommended Council Members take the Fire Ops 101 course with BFD.

Finance Director's Report

Chris Tomerlin, Budget Manager, presented the Fiscal Year ("FY") 2022 financial summary through April 30, 2022. He discussed major tax revenues and highlighted year-to date variances, as well as variance causes. He covered FY22 general fund revenues and expenditures, highlighted key factors, changes in reporting, and summarized FY22 enterprise funds. Mr. Tomerlin commented that FY23 would be the third year of the City paying cash for equipment and noted the budgets for FY24-FY27 showed no capital leases for equipment, meaning, going forward, the City would only pay cash for equipment.

Council Member Walch asked whether the increased revenue trend over the past few years would enable the Council to reduce taxes. Mr. Tomerlin stated that the decision

was Council's, and that inflation, increased costs of goods, and the potential recession would need to be considered.

City Manager Gleason recommended that Council wait until the retreat in September to discuss Council Member Walch's question in more detail.

Council Member Walch and Mr. Tomerlin then discussed the City's current fuel budget compared to last year.

Council Member Montney discussed various unexpected sales tax revenues and the potential to reduce the home rule sales tax by .5%. Mr. Tomerlin reiterated rising costs of goods and noted the City had not recovered the amusement tax revenue lost during COVID.

Council Member Boelen and Mr. Tomerlin discussed the arena budget and how, over the past few years, the City had prepared for equipment replacement and maintenance.

City Manager's Discussion

City Manager Gleason discussed upcoming downtown and City park events including multiple music events. He then recognized the City's new hires.

Mayor's Discussion

Mayor Mwilambwe expressed appreciation for various downtown events and concerts. He noted that he would be out of the country for the next few weeks and that Mayor Pro Tom Boelen would be the acting chair.

Council Member's Discussion

Council Member Walch echoed appreciation with downtown events. He then asked staff to consider attending conferences virtually instead of in-person in an effort to cut down on climate change and cut costs.

Council Member Boelen provided an update on the development of the Lincoln Lofts affordable housing project.

Council Member Crumpler informed the community of the Really Really Free Market held in Miller Park monthly.

Council Member Emig commended the City for the Juneteenth event, as well as staff's prompt arrangement of transporting Tailgates and Tallboys attendees from downtown. She reminded the community of the upcoming primary election.

Council Member Becker expressed his dislike in Council being restricted in its consideration of the cannabis item. He stated that just because something was legal and generated revenue for the community didn't mean it was beneficial.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call the roll:

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

Motion carried (viva voce).

The meeting adjourned at 8:26 p.m.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Amanda Stutsman, Deputy City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $4,426,542.62, 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 $4,426,542.62, (Payroll total $2,449,727.25, Accounts Payable total $1,580,796.50, Bank Transfers total $276,320.88 and Procurement Card Purchases total $119,697.99).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:
FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/29/2022	$ 2,224,415.80	$ 220,269.25	$ 2,444,685.05
7/29/2022 Off Cycle Adjustments	$ 9,559.15	$ (4,516.95)	$ 5,042.20
		PAYROLL TOTAL	**$ 2,449,727.25**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
8/8/2022	AP General	$ 1,472,860.35
	AP JMScott	
8/8/2022	AP Comm Devel	$ 950.00
8/8/2022	AP IHDA	$ 20,916.25
8/8/2022	AP Library	$ 83,662.29
8/8/2022	AP MFT	$ 1,611.23
7/28/2022	Out of Cycle	$ 796.38
5/27/2022-7/24/2022	AP Bank Transfers	$ 276,320.88
	AP TOTAL	**$ 1,857,117.38**

PCARDS

Date Range	
6/2/2022-7/1/2022	$119,697.99
PCARD TOTAL	**$ 119,697.99**

GRAND TOTAL **$ 4,426,542.62**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve 1) the Purchase of three (3) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader bodies from Key Equipment, in the amount of $472,440, using the Sourcewell Contract (#091219-LEG, exp. 11/15/23), 2) the Purchase of three (3) 2023 Crane Carrier Model LDT2-30 chassis from Cumberland Servicenter, in the amount of $578,541, using the Sourcewell Contract (#060920-CRN, exp. 8/1/24), and 3) Authorization to trade in the surplus units, three (3) 2012 Crane Carrier LGT2-26 Automated Collection Trucks (R15, R40, R44), for a total credit of $84,000, for a total purchase of $1,050,981 for three (3) automated collection trucks, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase and Surplus Trade-in be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of 1) the Purchase of three (3) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader bodies from Key Equipment, in the amount of $472,440, using the Sourcewell Contract (#091219-LEG, exp. 11/15/23), 2) the Purchase of three (3) 2023 Crane Carrier Model LDT2-30 chassis from Cumberland Servicenter, in the amount of $578,541, using the Sourcewell Contract (#060920-CRN, exp. 8/1/24), and 3) Authorization to trade in the surplus units, three (3) 2012 Crane Carrier LGT2-26 Automated Collection Trucks (R15, R40, R44), for a total credit of $84,000, for a total purchase of $1,050,981 for three (3) automated collection trucks.

The price for the Crane Carrier Chassis reflects a $4,406 discount upon verification of receipt of chassis at Labrie Environmental, in St. Nicholas, Quebec, Canada (see attached letter). A body and chassis are purchased separately and combined to make a single automated collection truck. This purchase will result in three new automated collection trucks.

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

Unit R15 is a 2012 Crane Carrier LGT2-26 Automated Collection Truck that is nine years old and has 65,505 miles. The maintenance cost to date is $181,838.23. Recent maintenance and repair issues with this unit include hydraulic pump, hydraulic cylinders, hydraulic hoses,

brakes, wheel studs, joystick, hopper floor worn through, power steering, hydraulic control valve, gripper arm, and broken rear suspension springs.

Unit R40 is a 2012 Crane Carrier LGT2-26 Automated Collection Truck that is nine years old and has 64,050 miles. The maintenance cost to date is $189,348.27. Recent maintenance and repair issues with this unit include HVAC, PTO, brakes, hopper worn through, grab arm repairs, hydraulic leaks, hydraulic hose, hydraulic cylinders, body electrical, hydraulic pump, broken suspension spring, and wheel studs.

Unit R44 is a 2012 Crane Carrier LGT2-26 Automated Collection Truck that is nine years old and has 46,435 miles. The maintenance cost to date is $179,156.56. Recent maintenance and repair issues with this unit include air system leak, broken suspension spring, hydraulic pump, hydraulic hoses, hydraulic cylinders, power steering, brakes, body electrical, and joystick.

Staff requests that the replaced units be declared surplus and be traded in toward the purchase of the new units, for a trade credit of $28,000 each or a total credit of $84,000.

As with current units, these new units will run on 20 percent biodiesel derived from soybean oil. The fuel is alternative and renewable. Hybrid-electric and fully electric technologies for garbage trucks are in development and are not yet fully utilized by U.S. garbage collection providers. Staff research shows that neither option is in production at this time. Republic Services had placed an order for 2,500 units with electric vehicle manufacturer Nikola Corp. The order was terminated because of longer-than-expected development time and unexpected costs. The City of New York is now testing a Mack truck electric chassis. Manufacturers such as Kenworth and Peterbilt are getting ready to start production of electric chassis towards the end of this year.

The price of a Kenworth electric chassis is around $556,137 and does not include a charging station that can cost over $50,000. Due to the battery placement, it is not offered in a drop frame to mount the low dumping Labrie Expert (T) Helping Hand Single Arm Automated Side Loader Body, which the City utilizes to avoid tree issues when dumping refuse containers. Staff recommends continuing to review the research on electric garbage trucks each year as the technologies develop. In the meantime, staff recommends continuing its commitment to a green fleet by continuing to use 20 percent biodiesel fuel for the City's diesel fleet vehicles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved the three (3) new units will cost a total of $1,050,981.00, after $84,000 in trade credits for the three (3) 2012 Crane Carrier LGT2-26 Automated Collection Truck is factored in. The Solid Waste Division of the Public Works Department has budgeted $1,113,897.00 for the purchase of the units out of FY 2023 Capital Lease-Capital Outlay Licensed Vehicle account (40110147-72130). Stakeholders can locate the trucks in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 94 and 99.

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 NE-5. Provide more efficient and sustainable municipal solid waste, management, Objective NE-5.2. Continue to address solid waste issues at a regional level.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:
PW 1B Body Quote_FY23 Automated Truck Replacements 08082022
PW 1C Chassis Quote_FY23 Automated Truck Replacements 08082022
PW 1D R15 Photo_FY23 Automated Truck Replacements 08082022
PW 1E R40 Photo_FY23 Automated Truck Replacements 08082022
PW 1F R44 Photo_FY23 Automated Truck Replacements 08082022

Key Equipment & Supply Company
13507 Northwest Industrial Drive, Bridgeton, MO 63044

Presents a Sourcewell Proposal Summary
of the

labrie
Labrie Enviroquip Group

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



*Sample Photo

for

City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61702



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

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

Helping Hand Automated Arm Extended Reach
Grabber Bolted Rubber blocks in lieu of straps
Grabber Counting Device
Auxiliary Arm Controls - RH side, Mini-Joystick in Cab
Grabber Spill Shield
Hydraulic Tank in drop section – 65 gal.
Main Fuel Tank in drop section – 65 gal.
Crusher Panel with limit switch on LH side
Spill Shield
Grab Pack: programmable packer cycle after cart pick-up, including multi-cycle option.
In cab packer controls
Packer cylinders hydraulic oil regeneration
Multifunction Lights Package
LED body lights
Pump: double vane T6DC Work-at-idle pump
Alarm for Low hydraulic oil level & high temp
Hydraulic low-level sensor set higher than standard for early warning
Automatic Hydraulic pump shut off with error message on display for low oil or High temp
Fire Extinguisher including brackets – 20 lbs.
Work Light Kit: dual, in-cab single switch – LED type
Light - LH Side Hopper
Light - RH Side Rail
Single Crusher Panel Control inside the cab & outside the cab
Parker Super Tough Series Hydraulic Lines-Replace standard hoses (Arm only)

Ground level grease points: for tailgate & hopper door hinges
Central grease point for packer shoes and rails
Central grease point for follower panel rollers
Zone Defense Quadruple Camera System with 9" monitor
Broom & shovel with holder
Camera programming for mirror cameras

Complete unit mounted with drop frame and delivered.

Price of New Labrie Expert(t) 2000 Helping Hand (Body Only):	**$ 178,092.00**
Less Sourcewell Discount:	**-$ 3,562.00**
Freight:	**$ 3,600.00**
Steel Surcharge:	**$ 4,500.00**
PDI & Lifetime Training:	**$ 2,850.00**
Total Equipment Price:	**$ 185,480.00**
Less Trade in 2013 Labrie Expert:	**-$28,000.00**
Total Amount for One (1) Unit:	**$ 157,480.00**

Total Invoice Amount if Purchasing Three (3) New Labrie Expert(t) 2000 with Trade in Units R15, R40, and R44: **$ 472,440.00**

*Price includes start-up and training by Key Equipment & Supply Company personnel. Price does not include FET, sales and/or use taxes. Price is valid through August 15, 2022.

Sourcewell Contract #: 091219-LEG
Member #: 25014

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

Customer Name City of Bloomington, IL PO#_____

By_____ Date_____

Brad Franklin
Territory Manager
Key Equipment & Supply Co.

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

July 5, 2022

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

Dear Rob,

Please accept the contract included with this letter from Sourcewell.

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

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

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

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

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

Sincerely,

[redacted]

David J Lopina

CUMBERLAND SERVICENTER INC. Voice-(847)437-5050
www.cumberlandservicenter.com Fax-(847)437-0730

CRANE CARRIER COMPANY

6/3/2022

Rob Krones
City of Bloomington
109 East Olive Street
Bloomington, IL 61702

Dear Rob,

Crane Carrier is pleased to quote the following chassis for your consideration: **Three (3) New/Unused (2023 Crane Carrier Model LDT2-30 Standard Cab Drop Frame Chassis, customer will supply the upfit)** delivered to your department yard with arrangements made by Dave Lopina at Cumberland Truck Center, priced as follows:

	ONE UNIT	(3) EXTENDED UNITS
Sub Total	$192,847.00	$578,541.00
Tax (0%)	$ 00.00	$00.00
Total	$ 192,847.00	$578,541.00

Per the attached specifications. Pricing includes cost for the chassis and shipping to Labire Canada (175-B, route Marie-Victorin Levis, Quebec, Canada, G7A 2T3) once the chassis are completed.

These chassis are available under Crane Carrier's **Sourcewell Contract 060920-CRN**. Please reference our Sourcewell contract number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions please do not hesitate to call.

Sincerely,

[redacted]

Bill Boyle
V.P. of Sales
bboyle@cranecarrier.com

Sourcewell
Awarded Contract
Contract #060920-CRN

BATTLE MOTORS

CCC — A BATTLE MOTORS COMPANY

Order Entry Form

2022 Pricing C

Sales Region:	Zone 4	**Salesman:**	Aaron Harr	**P.O.#:**	SourceWell: YES — United States — **Date:** 6/23, 2022

Purchaser:	Cumberland Service Center, Inc.	**For Sale To:**	City of Bloomington	**OEF#:**	
Address:	2375 Oakton Street	**Address:**	109 E Olive Street	**Rev:**	**Date:**
City/ST/ZIP:	Arlington Heights, IL 60005	**City/ST/ZIP:**	Bloomington , IL 61702	**S/N:**	
Attn:	Dave Lopina	**Attn:**	Rob Krones	**Qty:**	3 (Three)
Telephone:	847-437-5050	**Telephone:**	309-434-2340	**Model:**	LDT2-30
Fax:		**Fax:**		**Spec#:**	

Vocation (ie. FL, RL, ASL, MSL, RO): ASL — **Body Make:** LaBrie — **Body Model:** Expert Helping Hand

Engine/Torque @ RPM:	CUMMINS - L9-350	1150 @ 1400 RPM
Accessories:	10 Gal. Heated DEF Tank	Standard Location RH Side
Accessories:	FEPTO Adapter 1350/1410	
Accessories:	Remote Oil Fill	
Block Heater:	120V - Block Heater 750 Watt w/ Red Indicator Light	
Air Compressor:	Cummins-Wabco, 18.7 CFM	
Cooling System:	Remote 1814 Sq. In.	-34 F Below Zero XL
Accessories:	Remote Radiator Filler w/ Cover	
Accessories:		
Accessories:		
Air Intake:	Cummins Opti-Air 13" Steel Intake	
Accessories:	Filter Minder, Dash Mounted	
Accessories:		
Exhaust:	LH Vertical Flared Elbow	
Accessories:		
Accessories:		
Battery Box/Batteries:	Steel	(3) Three GRP 31, 925 CCA Ea.
Accessories:	Standard Location	LH Side
Accessories:		
Accessories:	Flaming River Disconnect	
Starter:	Heavy Duty Soft Start	
Alternator:	Delco-Remy 40SI, 320-AMP	
Fuel Tank:	50 Gallon Steel Narrow Single Tank (LDT2 Only)	
Accessories:	Standard Location	
Accessories:		
Filter/Separator	Cummins Branded 12V Heated Filter	
Trans. / Retarder:	3000RDS 5-Speed	
Controls:	Dual Pushbutton	
NIS/Auto Neutral:	Auto Neutral System / "AG" Function	
Accessories:	Secondary Shift Schedule	
Accessories:		
Accessories:		
Propshafts:	Spicer Life Series SPL-170	
Front Axle:	D2000F	
Accessories:		
Brakes:	16.5 X 7 Wide Brake Package	
Slack Adjusters:	Automatic	
Accessories:		
Wheels:	Hub - Steel Disc 22.5 X 9.00	
Tires:	315/80R22.5 TOYO M153 L / 20	
Spare Wheel:	No	
Spare Tire:	No	
Front Suspension:	Parabolic Taper-Leaf 20K	
Steering Position:	RH, Sit-Down Dual Drive, Tilt / Telescopic Column	
Accessories:		
Rear Axle:	S30-190	
Accessories:		
Brakes:		
Wheels:	Hub - Steel Disc 22.5 X 8.25	
Tires:	11R22.5 TOYO M170 H / 16	
Ratio/Max. Speed:	5.57 Ratio	60 MPH Limit Speed: 65 MPH
Slack Adjusters:	Automatic	
Accessories:	12R22.5 Bridgestone M799H/16	
Spare Wheel:	No	
Spare Tire:	No	
Retarder:		
Accessories:		
Rear Suspension:	Reyco 102CC 30k w/o Shocks, f/ 30k Axle	
Tag/Pusher:	Watson & Chalin Non-Steer Tag (B) 20K	
Wheels:	Single Hub - Steel Disc 22.5 X 8.25	
Tires:	Single 315/80R22.5 TOYO M153 L / 20	
Accessories:		
Frame:	Labrie / SHU-PACK - Double	RBM: 3,369,600
Bumper:	Painted Steel	
Accessories:		
Accessories:		
Wheel Base:	224" CA/CT= 200	AF= 97"
ABS System:	6S / 5M w/ATC	
Air Tanks:	(3) Three Steel Tanks	
Drain Valves:	Bendix DV-2 Non-Heated, Wet Tank	
Pull Cords:	Centralized Drain Valves	
Air Dryer:	Bendix B/W AD-9EP, Heated	
Accessories:		
Accessories:		
Accessories:		

Cab Construction:		LDT2	RH, Sit-Down Dual Drive, Tilt / Telescopic Column
Cab Type/Tilt Pump Standard:			12v Cab Tilt Assist Pump
Accessories:			
Cab Exterior:		Dual Tone, Air Horn Under Cab	
Cab Visor		Cab Visor w/ Marker Lights	
LED Head Lamps			
3 Rear Windows			
Cab Interior: Dual Fans Standard		Dual Cab Fans	
Air Conditioning:		Integral w/Cab Dash & Heater System	
Stereo: Standard		AM/FM Stereo WB/MP3/WMA/USB & iPod/Bluetooth	
Accessories:		16"X7" LH&RH MOTO Heated and Motorized Mirrors	
Doors / Windows:	**LH**	Solid	Electric, Roll-Down
	RH	Solid	Electric, Roll-Down
Mirrors:	**LH**	16" x 7" S/S West Coast "A"	
	RH	16" x 7" S/S West Coast "A"	
Spot Mirrors:	**LH & RH**	(1) 8" Round Convex Spot, (2) Total 1-Each Side	
Seats:	**Crew Cab Seating:**		
	LH	Sears C2 Air Ride, Black Vinyl	
	RH Forward	Sears C2 Air Ride, Black Vinyl	
Instrumentation:		Full RH Instrumentation	
Accessories:		(2) Transmission Oil Temperature Gauges	
Accessories:			
Accessories:			
Accessories:		Moto Mirror controls both stations	
Windshield Wiper(s):		Intermittent Wipers	
Cab Elec./Lighting:		CCC Daytime Running Lights	
Accessories:		LED Cab Clearance, Marker & Turn Signals	
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Back-Up Alarm:		Warn or Equal 107 dB(A)	
Misc. Equipment:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Accessories:			
Finish Paint:		**Color:**	**Color/Code:**
Cab:		White	G2-3450715-A
Upper Cab Stripe:	No		
Lower Cab Stripe:	No		
Bumper:		Black	G2-2B1738
Bumper Stripe:	No		
Frame:		Black	G2-2B1738
Battery Box:			
Fuel Tank:		Alum Std Finish	
Clear Coat:	No		
Front Wheels:	2-Sided	White	PC
Rear Wheels:	2-Sided	White	PC

Standard Chassis Warranty 12 Months Unlimited Miles
Standard Frame & Crossmember Warranty - 5YR/100K Mi (pro-rated after 36 Mo/30K Mi)
Standard - 2 Year Cummins Engine Warranty
Standard - 3 Year Allison Edge II Partner Warranty
Standard - 2 Year Dana Axle Warranty

TOTAL PRICE PER VEHICLE

TAXABLE TRANSACTION NO [XX] YES [ ]

Requested Delivery Date:

Notes:

Freight Rates Subject to a Fuel Surcharge and / or a price increase at time of delivery
Terms C.O.D Net Cash prior to Delivery

QUOTE GOOD FOR 60 DAYS FROM SUBMISSION

BATTLE MOTORS | CCC A BATTLE MOTORS COMPANY

QUOTATION PAGE

0

2022 Pricing C

Sales Region:		**Salesman:**		**P.O.#:**		SourceWell: YES	United States **Date:** 6/23, 2022
Purchaser:	Cumberland Service Center, Inc.	**For Sale To:**	City of Bloomington	**OEF#:**			
Address:	2375 Oakton Street	**Address:**	109 E Olive Street	**Rev:**		**Date:**	
City/ST/ZIP:	Arlington Heights, IL 60005	**City/ST/ZIP:**	Bloomington , IL 61702	**S/N:**			
Attn:	Dave Lopina	**Attn:**	Rob Krones	**Qty:**	3 (Three)		
Telephone:	847-437-5050	**Telephone:**	309-434-2340	**Model:**	LDT2-40		
Fax:		**Fax:**		**Spec#:**			
Vocation (ie. FL, RL, ASL, MSL, RO):	ASL	**Body Make:**	LaBrie	**Body Model:**	Expert Helping Hand		

Engine Emissions	50-State, Clean Idle
Accessories	FEPTO Adapter 1350/1410
Dipsticks	RH Side Finder, Engine Oil Level Check and Transmission Oil Level & Fill Tube
Accessories	Remote Oil Fill
Block Heater	120V - Block Heater 750 Watt w/ Red Indicator Light 0
Air Compressor	Cummins-Wabco, 18.7 CFM
Cooling System	Remote 1814 Sq. In. ,Shell Rotella-Extended Life Coolant (ELC)
Charge-Air-Cooler	Solid Mounted in Front of Radiator
Air Intake	Cummins Opti-Air 13" Steel Intake
Accessories	Remote Radiator Filler w/ Cover
Accessories	Filter Minder, Dash Mounted
Exhaust	LH Vertical Flared Elbow
Battery Box	Steel Box with Molded Plastic Cover
Batteries	(3) Three GRP 31, 925 CCA Ea.
Accessories	Flaming River Disconnect
Battery Box Location	Standard Location LH Side
Starter	Heavy Duty Soft Start Includes Over-Crank Protection and Starter Lock Out, 12-Volt
Alternator	Delco-Remy 40SI, 320-AMP
Fuel Tank	50 Gallon Steel Narrow Single Tank (LDT2 Only)
Fuel Tank Location	Standard Location
Filter / Seperator	Cummins Branded 12V Heated Filter
Transmission	3000RDS 5-Speed (Allison 5th Generation)
Transmission Controls	Dual Pushbutton
NIS / AutoNeutral	Auto Neutral System / "AG" Function
Propshaft	Spicer Life Series SPL-170
Front Axle	D2000F LMS Wheel Ends Filled with Synthetic Oil
Front Suspension	Parabolic Taper-Leaf 20K
Front Wheels	Hub - Steel Disc 22.5 X 9.00
Front Brakes	16.5 X 7 Wide Brake Package
Front Slack Adjusters	Automatic
Front Tires	315/80R22.5 TOYO M153 L / 20
Front Spare Wheel	No
Front Spare Tire	No
Steering Position	RH, Sit-Down Dual Drive, Tilt / Telescopic Column
Steering Gear	Sheppard XD-120 w/ 16-Quart Reservior
Steering Wheel	Black 18" Soft Touch, 2-Spoke
Steering Column	Tilt/Telescopic w/ Self-Canceling Turn Signals
Rear Axle	S30-190
Rear Ratio	5.57 Ratio 60 MPH Limit Speed: 65 MPH
Rear Suspension	Reyco 102CC 30k w/o Shocks, f/ 30k Axle
Rear Wheels	Hub - Steel Disc 22.5 X 8.25
Rear Slack Adjusters	Automatic
Accessories	12R22.5 Bridgestone M799H/16
Rear Tires	11R22.5 TOYO M170 H / 16
Rear Spare Wheel	No
Rear Spare Tire	No
Tag / Pusher	Watson & Chalin Non-Steer Tag (B) 20K
Wheel	Single Hub - Steel Disc 22.5 X 8.25
Tire	Single 315/80R22.5 TOYO M153 L / 20
Frame	Labrie / SHU-PACK - Double
Bumper	Painted Steel
Frame Construction	Section Modulus = 28.08 – 47.07 ins³.; RBM = 3,369,600 – 3,765,600 in. lbs.
Frame Properties	Formed C-Channel, 11" x 3.5" x .38" w/ 10.5" x 3.0" x .25" Liner, 120,000 & 80,000 PSI Min. Yield as Rolled Steel, Welded, Sloped Box Sections
Wheel Base	224" CA/CT= 200 AF= 97"
ABS System	6S / 5M w/ATC
Air Tanks	(3) Three Steel Tanks
Drain Valves	Bendix DV-2 Non-Heated, Wet Tank
Pull Cords	Centralized Drain Valves
Air Dryer	Bendix B/W AD-9EP, Heated
Cab Configuration	LDT2 RH, Sit-Down Dual Drive, Tilt / Telescopic Column
Cab Construction	94" W x 54" D x 78" H, All 2-Sided Galvaneal Steel, 18" Cab Floor Height Both Sides
Cab Insulation	R9 Factor Foam; Inside Cab Roof & Back Wall; Outside Cab Bottom & Engine Cover
Cab Exterior	Front Mud Flaps w/ Inner Fender Splash Sheilds
Accessories	Cab Visor w/ Marker Lights
Cab Tilt System	12v Cab Tilt Assist Pump
Windshield	2-Pieces, Bronze Tinted, Total 2,600 Sq. Ins.
Windshield Wipers	Intermittent Wipers
Rear Windows	3-Pieces ,Bronze tinted, total 1,000 sq. ins.
Cab Interior Trim	Padded Engine Cover, Upholstered Rear Panels and Headliner
Heater	34,120 BTU / HR at 100° F
Air Conditioning	Intregal w/Cab Dash & Heater System
Accessories	Dual Cab Fans
Stereo	AM/FM Stereo WB/MP3/WMA/USB & iPod/Bluetooth
Accessories	16"X7" LH&RH MOTO Heated and Motorized Mirrors
Doors	
Left	Solid
Right	Solid
Windows	
Left	Electric, Roll-Down
Right	Electric, Roll-Down
Mirrors	

QUOTATION PAGE

0

2022 Pricing C

Sales Region:	Salesman:	P.O.#:	SourceWell: YES	United States	Date: 6/23, 2022

Purchaser:	Cumberland Service Center, Inc.	For Sale To:	City of Bloomington	OEF#:	
Address:	2375 Oakton Street	Address:	109 E Olive Street	Rev:	Date:
City/ST/ZIP:	Arlington Heights, IL 60005	City/ST/ZIP:	Bloomington , IL 61702	S/N:	
Attn:	Dave Lopina	Attn:	Rob Krones	Qty:	3 (Three)
Telephone:	847-437-5050	Telephone:	309-434-2340	Model:	LDT2-40
Fax:		Fax:		Spec#:	

Vocation (ie. FL, RL, ASL, MSL, RO):	ASL	Body Make:	LaBrie	Body Model:	Expert Helping Hand

Left	16" x 7" S/S West Coast "A"
Right	16" x 7" S/S West Coast "A"
LH & RH Spots	(1) 8" Round Convex Spot, (2) Total 1-Each Side
Seats	
LH	Sears C2 Air Ride, Black Vinyl
RH Forward	Sears C2 Air Ride, Black Vinyl
Sunvisors	Two (2), Full Width w/ Document Keepers
Grab Handles	Black 14" Long, One (1) Inside Each Side; Black 17" Long, One (1) Outside Each Side
Dash Panel	1-Piece Molded Gray Dash w/ Molded Instrument & Service Access Panels
Instrumentation	Full RH Instrumentation
Accessories	(2) Transmission Oil Temperature Gauges
Accessories	Moto Mirror controls both stations
Storage Compartments	Two (2), Overhead f/ Documents, Two (2) f/ Rain Gear Under Seats
Accessories	LED Cab Clearance, Marker & Turn Signals
Cab & Chassis Wiring	Packard "GXL" Color Coded, Loomed Wiring, SAE J1939 Configured
Electrical Circuits	Automatic Reset Breakers, Plug-In Connectors & Water-Resistant Exterior Connectors
Lighting	Two (2), 5" x 8" Headlights, Daytime Running Light, LED Turn Signals, LED Marker Lights
Dome Lights	Combination, Two (2) Dome / Map Lights w/ Selector Switch
Accessories	Dual Tone, Air Horn Under Cab
Backup Alarm	Warn or Equal 107 dB(A)
Power Point	12V w/ Cover, Centered in Dash
Interior Trim	Padded Engine Cover, Upholstered Rear Panels and Headliner
Accessories	Standard - 2 Year Cummins Engine Warranty
Accessories	Standard - 3 Year Allison Edge II Partner Warranty
Accessories	Standard - 2 Year Dana Axle Warranty

Finish Paint

The cab and chassis are protected with Acrylic Urethane, low VOC, high solids paint. The paint assures a "wet look" and "high gloss" distinctness of image that lasts for years and provides long-range benefits such as; durability and resistance to brittleness and chipping; UV absorbers ensure high gloss retention; chemical resistance helps finish withstand heavy use and harsh enviroments; and high graffiti resistance characteristics.

Item#	Area to be Painted		Code	Color
1	Roof		G2-3460715-.	White
2	Upper Cab		G2-3460715-.	White
3A	Cab Upper Stripe	No		
3B	Cab Lower Stripe	No		
4	Lower Cab		G2-3460715-.	White
5	Bumper		G2-2B1738	Black
5A	Bumper Stripe	No		
6	Chassis		G2-2B1738	Black
	Air Lines		G2-2B1738	Black
	Axles Group		G2-2B1738	Black
	Bolt Heads		G2-2B1738	Black
	Brackets		G2-2B1738	Black
	DEF Tank Mounting		G2-2B1738	Black
	Drive Lines Group		G2-2B1738	Black
	Engine Mounts		G2-2B1738	Black
	Exhaust & Cooling Group		G2-2B1738	Black
	Hydraulic Reservoir		G2-2B1738	Black
	Rear Fenders Group		G2-2B1738	Black
	Transmission & CAC Groups		G2-2B1738	Black
	Air Cleaner Groups		G2-2B1738	Black
	Battery Box & Assembly			
7	Fuel Tank & Assembly			Alum Std Finish
8	Front Wheels	2-Sided	PC	White
9	Rear Wheels	2-Sided	PC	White
10	Spare Wheel(s)	2-Sided		
11	Cab Windshield Guard		0	0
12	Clear Coat	No		

NOTES

Accepted by: _____ _____

City Manager Tim Gleason Date







CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the 2022 Supportive Housing and Continuum of Care Grant Agreement (IL0288L5T122114) in the amount of $26,433.00 with the United States Department of Housing and Urban Development, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The City has served as the fiscal agent for the McLean County Continuum of Care for more than a decade. In this role, the Community Enhancement Division undertakes fiscal monitoring and oversight of the City's Continuum of Care grants. Providing Access to Help (PATH) serves as the lead agency for the Continuum of Care, thus overseeing the general management of the Continuum. The United States Department of Housing and Urban Development (HUD) provides competitive grant funds to support the work of the Continuum of Care and its program partners through a variety of grant opportunities. On behalf of the City, PATH applied to HUD for four grant funding opportunities in 2022. All four requests have been funded. Two were approved by Council in June. The Continuum of Care Planning grant will come before Council once HUD is ready to execute that agreement. This item is for the Shelter Plus Care grant.

IL0288L5T122114 (Shelter Plus Care): Through the Shelter Plus Care grant, the City partners with Mid Central Community Action (MCCA) and the Bloomington Housing Authority (BHA) to provide rental assistance at five units at Mayor's Manor. Mayor's Manor, operated by MCCA, is a permanent supportive housing facility that offers services to help residents maintain housing, economic independence, and stability. The majority of units at Mayor's Manor require residents to meet HUD's definitions for both homeless and disabled and meet income guidelines. The 2021 Shelter Plus Care grant award in the amount of $26,433.00 will run from January 1, 2022 to December 31, 2022.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Continuum of Care membership: PATH, Salvation Army, Children's Home and Aid, Partners for Community, Bloomington Housing Authority, and Mid Central Community Action.

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of $26,433.00 in federal funding and reduce services to individuals at risk of becoming

homeless or currently experiencing homelessness. If approved the expense will be paid from the Community Development Continuum of Care-Grant for Shelter & Care account (22402460-79130-58300). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on page 22. Although only $24,993 is budgeted in this account, a budget transfer will be processed to moved budgeted funds from one account to another to cover the difference. The Community Development plan year does not match to the City Fiscal Year timeframe, so these transfers/adjustments may be needed from time to time.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goals CWB-1: End chronic homelessness and reduce the severity of situational homelessness and CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:
E&CD 2B Agreement IL0288L5T122114

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Grant Number: IL0288L5T122114
Tax ID Number: 37-6001563
Unique Entity Identifier [SAM]: KYUDEBKLLFW5

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Bloomington (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

2. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation authorized by this grant agreement is $26,433, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
IL0288L5T122114	12 months	01-01-2022 - 12-31-2022	01-01-2022 - 12-31-2022	$26,433

a. Continuum of Care planning activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$0
f. Rental assistance	$25,560
g. Supportive services	$0
h. Operating costs	$0
i. Homeless Management Information System	$0
j. Administrative costs	$873
k. Relocation Costs	$0
l. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$ 0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By: 

(Signature)

Donald Kathan, Director
(Typed Name and Title)

July 11, 2022
(Date)

RECIPIENT

City of Bloomington
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.
To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Waiving the Formal Bidding Requirements and Approving the Necessary Agreements with Decision Optimization Technology - United States to Provide Decision Optimization Technology Transportation Module and Bridge Module Software and Associated Services, in the amount of $23,300, with future annual subscription services, in the amount of $23,300 (renewable annually for an additional two (2) years), as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services
Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Resolution waiving the formal bidding process so the department can contract with Decision Optimization Technology - United States for Decision Optimization Technology (DOT) Transportation Module and Bridge Module capital planning software and associated services, in the amount of $23,300. The DOT Transportation and Bridge software will assist staff with continuing development of an optimized, multi-year plan to address street and bridge maintenance needs for the City of Bloomington. The agreement is renewable for up to two additional years, in the amount of $23,300 per year, upon mutual agreement between the City and Decision Optimization Technology - United States, based on satisfactory performance as determined by the Public Works Director.

Public Works staff utilizes in-house expertise to evaluate, rate, and prioritize City streets for inclusion in upcoming resurfacing and pavement preservation projects. Decision Optimization Technology software assists staff in preparing street network scenario analysis to determine street pavement resurfacing and pavement preservation treatments to optimize the best use of available capital funds to maintain and improve overall street network quality.

The City of Bloomington has used the DOT Transportation Module for streets since the City Council approved its use on January 28, 2019. The Public Works Department, satisfied with the performance of the DOT software, renewed use of the software for two additional

years. The street software provides the following benefits:

- Data storage options and location
- Pavement rating method supported
- Community benefit factors
- Preservation treatment types
- Specific segment inclusion
- Capital planning and budgeting
- Prioritization and optimization
- Reporting, mapping, graphic output
- GIS interface
- Operational efficiency analysis
- Degradation curve availability
- Roadway condition rating flexibility
- Network priority factors
- Scenario building and evaluation
- Scenario comparison

For this agreement, DOT would include the bridge module. City staff is recommending the City purchase the available bridge module to help plan and prioritize the maintenance of over thirty bridges under the jurisdiction of the City. The DOT bridge module incorporates historic bridge inspection information along with maintenance histories to build actionable maintenance plans using state-of-the-art optimization algorithms. City staff desires continued use of the Decision Optimization Technology Transportation Module, and the Bridge Module is compatible with the Decision Optimization Technology software so City staff requests the formal bidding process be waived.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds in the amount of $23,300 are included in the Engineering Administration-Engineering Services (10016210-70050) account. Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 299. If approved, Public Works will budget $23,300 for annual maintenance license costs in future year budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: 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. 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-1.2. Data-driven transportation infrastructure policy and management.

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, City Engineer

ATTACHMENTS:

PW 3B Resolution
PW 3C SAAS Agreement_DOT Roads Agreement 08082022
PW 3D Master Services Agreement-Bloomington-20220804
PW 3E Unique Features Handout_DOT Roads Agreement 08082022
PW 3F Structural Brochure_DOT Roads Agreement 08082022
PW 3G Prior Resolution_DOT Roads Agreement 08082022

RESOLUTION NO. 2022 - _____

A RESOLUTION WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING THE NECESSARY AGREEMENTS WITH DECISION OPTIMIZATION TECHNOLOGY - UNITED STATES TO PROVIDE DECISION OPTIMIZATION TECHNOLOGY TRANSPORATION MODULE AND BRIDGE MODULE SOFTWARE AND ASSOCIATED SERVICES

WHEREAS, the City of Bloomington (CITY) desires to utilized pavement and bridge management software to assist the Public Works Department with analysis and optimization of roadway resurfacing, pavement preservation, and bridge maintenance projects; and

WHEREAS, the CITY previously approved waiving the bidding requirements and entered into a contract for use of the Decision Optimization Technology Transportation Module on January 28, 2019 and also renewed the contract in 2020 and 2021; and

WHEREAS, the CITY desires to expand capital maintenance planning to include over thirty city maintained bridges; and

WHEREAS, as software solutions are unique and difficult to bid, City staff requests the formal bidding process be waived, the City Manager be authorized to enter the necessary master and software agreements, and the Procurement Manager be authorized to issue a Purchase Order to Decision Optimization Technology-United States for Decision Optimization Technology Transportation Module and Bridge Module.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to enter into agreements with Decision Optimization Technology - United States for use of Decision Optimization Technology Transportation Module and Bridge Module software, including a Master Services Agreement, once negotiated by the Legal Department, and Software as a Service Agreement, and any other necessary documents.

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

SAAS AGREEMENT

This SaaS Agreement ("**Agreement**") is made and effective as of August ____, 2022 (**"Effective Date"**), by and between **Decision Optimization Technology - United States, L.P.** ("**DOTUS**") and City of Bloomington, IL ("**Customer**"). DOTUS and Customer are sometimes referred to jointly as the "**Parties**" or singularly as a "**Party**."

RECITALS

WHEREAS, Customer desires to obtain access to the Subscription Services with respect to certain of its information technology needs; and DOTUS wishes to provide the Subscription Services to Customer, each on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Subscription Services**

1.1 Purpose. This Agreement sets forth the terms and conditions under which DOTUS agrees to provide:

(i) certain hosted "software as a service" ("**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a "**Platform**") to "**Authorized Users**," as further set forth on each Subscription Services order form ("**Order Form")**; and

(ii) certain support services provided in connection with the Subscription Services consisting of responses to reports of issues or errors by telephone or e-mail communications in accordance with the Service Level Objectives set forth in **Exhibit A** to this Agreement.

All other implementation services, customization, integration, data import and export, monitoring, training, back-up and recovery, and change management ("**Professional Services**") related to Customer's access to, and use of, such Subscription Services and each Platform, if required by Customer, will be as further set forth in a separate Master Services Agreement ("**MSA**").

1.2 The Subscription Services; Access and Right to Use. Subject to the terms and conditions of this Agreement, during the Term, DOTUS shall provide Customer and Authorized Users access to each Platform in accordance with the terms of "**Platform Availability**" appearing in Exhibit A, attached hereto. Subject to the terms and conditions of this Agreement, during the Term, DOTUS hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, nontransferable, worldwide right to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the terms set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services**.** Each applicable MSA shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. DOTUS may make changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of DOTUS's products or services to its customers, (b) the competitive strength of, or market for, DOTUS's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. Platform Access and Authorized User

2.1 Authorized Users. Customer may allow Customer's employees and independent contractors ("**Authorized Users**") to use the Platform. Notwithstanding the foregoing, Customer's independent contractors may only become Authorized Users if prior to the first use of the Platform by a relevant independent contractor, Customer obtains the written consent of the DOTUS for such use, which consent may be granted in the reasonable discretion of DOTUS.

2.2 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its DOTUS account, passwords and files. DOTUS will be responsible for improper access to Customer's account(s) to the extent such access was caused by DOTUS's acts or omissions. DOTUS is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords unless arising out of the negligence or intentional conduct of DOTUS.

3. Additional Restrictions and Responsibilities

3.1 Software Restrictions. Customer will not permit nor encourage any third party to, directly or indirectly:

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("**Software**");

(ii) modify, translate, or create derivative works based on a Platform or any Software;

(iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party;

(iv) modify, remove or obstruct any proprietary notices or labels; or

(v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Subscription Services, including all user-visible aspects of the Subscription Services, are the Confidential Information of DOTUS, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Subscription Services in full compliance with this Agreement, DOTUS's Acceptable Use Policy, and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed DOTUS's Acceptable Use Policy, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. DOTUS may suspend Customer's account and access to each Platform and performance of the Subscription Services at any time and without notice if DOTUS believes that Customer is in violation of this Agreement. Although DOTUS has no obligation to monitor Customer's use of a Platform, DOTUS may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all cooperation and assistance as DOTUS may reasonably request to enable DOTUS to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing DOTUS with such access to Customer's premises and its information technology infrastructure as is necessary for DOTUS to perform the Subscription Services in accordance with this Agreement.

3.4 Customer Systems. Customer shall be responsible for obtaining and maintaining the functionality and security of any equipment and ancillary services needed to connect to, access, or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking and web servers.

4. Confidentiality

4.1 Confidential Information. Each Party receiving Confidential Information from the other Party ("**Receiving Party**") understands that the other Party ("**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of DOTUS includes non-public information regarding features, functionality and performance of each Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to DOTUS to enable the provision of access to, and use of, the Subscription Services as well as all content, data and information recorded and stored in each Platform for Customer ("**Customer Data**"). The terms and conditions of this Agreement, including all pricing and related metrics, are Confidential Information.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document: (i) is or becomes generally available to the public, (ii) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-Use and Non-Disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purpose whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part. This agreement is subject to the Freedom of Information Act (FOIA). If a valid FOIA request is received by Customer, Customer has no obligation to report to DOTUS the receipt or properly allowed or required disclosures under FOIA.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

4.6 Other Nondisclosure Agreement. In the event of any discrepancies between this Section 4 and the terms of a separately executed nondisclosure agreement between the Parties, the terms of such nondisclosure agreement shall control.

5. Proprietary Rights

5.1 Ownership. Customer owns all right, title and interest in and to the Customer Data. DOTUS owns and retains all right, title and interest in and to (i) each Platform, Software and the Subscription Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Subscription Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "**Services IP**"). To the extent Customer acquires any

right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to DOTUS.

5.2 Customer Data License. Customer hereby grants to DOTUS a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit Customer Data to provide the Subscription Services to Customer hereunder and as necessary or useful to monitor and improve the Customer's Platforms, Software and the Subscription Services, both during and after the Term. However, for ~~For~~ the avoidance of doubt, DOTUS may use, reproduce and disclose Platform-, Software- and Subscription Services-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by DOTUS. It is Customer's sole responsibility to back-up Customer Data during the Term, and Customer acknowledges that it will not have access to Customer Data through DOTUS or any Platform following the expiration or termination of this Agreement.

5.3. Disposition of Customer Data. At the end of the Term and on termination of this Agreement, DOTUS will, on the written request of Customer, transfer to Customer the Customer Data in ~~such form and format~~ in a machine readable format as may be reasonably ~~determined~~ agreed upon by Customer and DOTUS. The foregoing DOTUS obligation to transfer Customer Data shall terminate three (3) months following the end of the Term or the termination of this Agreement, as applicable. At the end of such three (3) month period, and except as may be required by law, DOTUS will delete, isolate or otherwise render unrecoverable all of the Customer Data that remains on any Platform, pursuant to DOTUS' document and data retention policy. At the request of Customer at any time during the Term or thereafter, DOTUS will ~~erase, destroy~~ delete, isolate or otherwise ~~make~~ render unrecoverable ("**Destruction**") all or, if specified by Customer, any part of the Customer Data in DOTUS's possession and pursuant to DOTUS' document and data retention policy. At the written request of Customer, DOTUS will provide Customer with a certificate of Destruction promptly following the Destruction of any Customer Data. Notwithstanding anything in this Agreement to the contrary, DOTUS will have no obligation to delete de-identified or aggregated Customer Data.

5.4 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

6. Fees and Payment

6.1 Fees. Except as provided below, during the Initial Term, Customer will pay DOTUS the then-applicable fees described in an Order Form in accordance with the terms set forth therein ("**Fees**"). Unless otherwise specified in an Order Form, the Fees for any Renewal Term shall be those fees that DOTUS then charges to its other customers of similar size to Customer.

6.2 Payment. Unless otherwise specified on the applicable Order Form, full payment for invoices issued in any given month must be received by DOTUS ~~thirty (30)~~ forty-five (45) days after ~~the mailing date~~ receipt of the invoice. ~~Unpaid amounts are subject to a finance charge of one and 5/10ths percent (1.5%) per month on any outstanding balance, or the maximum~~

~~permitted by law, whichever is lower, plus all expenses of collection.~~ In addition to any other remedies available, DOTUS may suspend Subscription Services in the event of payment delinquency.

6.3 Payment Disputes. If Customer believes that DOTUS has billed Customer incorrectly, Customer must contact DOTUS no later than ~~thirty (30)~~forty-five (45) days after the closing date on the first billing statement in which the believed error or issue appeared in order to receive an adjustment or credit.

6.4 ~~Taxes. Customer shall pay, and shall be liable for, all taxes relating to DOTUS's provision of the Subscription Services hereunder. DOTUS shall pay, and shall be liable for, taxes based on its net income or capital.~~ RESERVED

6.5 No Deductions or Setoffs. All amounts payable to DOTUS hereunder shall be paid by Customer to DOTUS in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

6.6 ~~Subpoena Expenses. If DOTUS has to provide information in response to a subpoena related to Customer's account, then DOTUS may charge Customer for DOTUS's costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.~~ RESERVED

7. Term and Termination

7.1 Agreement Term. This Agreement shall remain in force from the Effective Date until terminated as provided in this Section 7 (the "**Term**"). This Agreement shall automatically terminate ten (10) days after all active Order Forms have expired or been terminated pursuant to this Section 7.

7.2 Order Forms. Unless otherwise specified in an Order Form, the initial term of Customer's Platform subscription, and this Agreement, will be one (1) year ("**Initial Term**"). Each Order Form ~~will automatically renew~~ may be renewed for two (2) successive one-year extensions ("**Renewal Term**") upon the agreement of both Parties, at the Platform subscription fee then in effect, but otherwise on the same terms unless either Party provides the other Party with notice of its intent not to renew an Order Form at least thirty (30) days prior to the end of the then current term.

7.3 Termination for Cause.

(i) DOTUS may, upon notice to Customer of Customer's failure to remit properly invoiced Fees, or any other material breach of this Agreement, immediately terminate this Agreement or any applicable Order Form if Customer fails to cure such failure within five (5) days after receiving notice from DOTUS of the failure.

(ii) Customer may terminate any applicable Order Form if DOTUS fails to cure any material breach within thirty (30) days after receiving notice from Customer of the failure.

(iii) Either Party may terminate, in whole or in part, this Agreement, and any applicable Order Forms, or all of the above immediately upon written notice if the other Party hereto experiences a bankruptcy event.

7.4 Termination Fee. If Customer terminates this Agreement for any reason other than as set forth in Section 7.3(ii) and prior to payment of Year 3 Subscription Fee, Customer agrees to pay to DOTUS a Termination Fee of $3,500.00 ~~the remaining value of the then current Initial Term or Renewal Term~~ (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty). ~~equal to the aggregate recurring Fees (as set forth in the Order Form)~~ Customer shall pay such fee within forty-five (45) days after Customer's notice of termination to DOTUS. ~~that will become due during the canceled portion of such Initial Term or Renewal Term. Such Fees will be paid by Customer within ten (10) days of termination.~~

7.5 Survival. Sections 3.1, 4, 5, 6, 7, 9, 10 and 13 shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

8. Warranty and Disclaimer

8.1 Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement. DOTUS warrants that DOTUS has a license to grant the Subscription Services hereunder and access to the Platform. Customer warrants that: (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Subscription Services; and (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Subscription Services does not and shall not violate any Customer's privacy policy, terms of use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, DOTUS DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES DOTUS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SUBSCRIPTION SERVICES. FURTHER, DOTUS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN DOTUS AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS," AND DOTUS DISCLAIMS ALL WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **Indemnity**

DOTUS will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Subscription Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property right of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Subscription Service: (i) not supplied by DOTUS, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by DOTUS, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Subscription Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by DOTUS to be infringing, DOTUS may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused Fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

10. **Limitation of Liability**

EXCEPT AS SET FORTH IN SECTIONS 4 AND 9, IN NO EVENT SHALL: (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. **Security**

DOTUS will be responsible for establishing and maintaining an information security program that is designed to: (i) protect the security and confidentiality of Customer Data; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of Customer Data; (iii) protect against unauthorized access to or use of the Customer Data; (iv) provide for the proper disposal of Customer Data; and (v) set forth DOTUS's policy for responding to any security breach.

12. **Publicity**

Following receipt of Customer's express written approval, ~~Customer agrees that~~ DOTUS may identify Customer as a customer and use Customer's logo and trademark in DOTUS's promotional materials. Customer may, by providing DOTUS with written notice, require that DOTUS stop such use. Notwithstanding anything herein to the contrary, Customer acknowledges that DOTUS may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

13. **Miscellaneous**.

13.1 Force Majeure. Neither Party will be deemed to be in default hereunder for failure to perform any of its non-monetary obligations under this Agreement for any period not to exceed thirty (30) days, provided such failure results from acts or omissions of the other Party or third parties, natural disasters, riots, war, civil disorder, export/import embargo, court order or any other causes beyond that Party's reasonable control and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.

13.2 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by an internationally recognized courier service or, if between Parties located in the United States, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth on the signature page hereto. All notices under this Agreement that are addressed as provided in this Section: (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, or (b) if delivered by mail in the manner described above, will be deemed given on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail. Either Party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

13.3 Exhibits, Order Forms and Addenda. All exhibits, Order Forms, and addenda that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement, are hereby incorporated by reference.

13.4 Entire Agreement. This Agreement, which is comprised of the Agreement, exhibits, addenda, attachments, and Order Forms, contains all of the covenants and agreements between the Parties with respect to the rendering of the Subscription Services and any other matter hereunder, and supersedes any and all prior negotiations, representations and agreements, whether

written or oral, between the Parties with respect to the rendering of such Subscription Services and any other matter hereunder. Each Party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any Party. There is no other agreement, statement or promise between the Parties that is not contained in this Agreement, and no changes or modifications to this Agreement, shall be effective unless in writing and signed by both Parties.

13.5 Legal Fees. If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

13.6 Waivers. All waivers hereunder must be made in writing by a duly authorized representative of the Party against whom the waiver is to operate, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation.

13.7 **Governing Law; Dispute Resolution.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by internal law, not the law of conflicts, of the State of Illinois. ~~Any suit involving any dispute or matter arising under this Agreement that cannot be resolved by the Parties within a period of thirty (30) days after notice of a dispute has been given by one Party to the other, shall on written request of any Party served on the other, be submitted to binding arbitration before a single arbitrator. Said binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. Such arbitration shall take place in Springfield, Illinois. The foregoing shall not prohibit any Party from seeking injunctive relief in any court of competent jurisdiction.~~

13.8 Severability. If any provision of this Agreement or the application thereof to any persons or circumstances is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, or if the Securities and Exchange Commission or Federal Trade Commission impose any obligations on either Party that cause any provision of this Agreement to be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby to the extent the benefits conferred upon the Parties by this Agreement remain substantially unimpaired, and each provision of this Agreement will be valid and enforceable to the extent permitted by law. If severability of the provision(s) would materially change the benefits of this Agreement to either Party, the Parties shall modify such provision(s) to obtain legal, enforceable and valid provision and provide benefits to the Parties that most nearly affects the Parties' intent in entering into this Agreement.

13.9 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

13.10 Counterparts; Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13.11 Assignment. ~~Customer~~ Neither party may ~~not~~ assign this Agreement or give or transfer the Subscription Services, or any interest in the Subscription Services, to another individual or entity without express written consent of the other party.

13.12 DOTUS's Role. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. DOTUS is not acting as a "municipal advisor" to Customer as defined under Section 15B of the Securities Exchange Act of 1934.

13.13 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties duly authorized representatives have executed this SaaS Agreement to become effective as of the Effective Date.

Decision Optimization Technology – United States, L.P.	
By: [redacted]	By:
Name: Kurt N. Bialobreski, P.E., PTOE	Name: Tim Gleason
Title: Manager	Title: City Manager
Address: 1525 South Sixth Street Springfield, IL 62703	Address: 115 E. Washington Street Bloomington, IL 61701

ORDER FORM

DOT™ is a robust software application delivered over the internet, which will provide the City with a decision support tool assists with capital plan development. The software application to be provided to the City of Bloomington includes:

Software as a Service Platform: Decision Optimization Technology (DOT™)

Module Rights: Transportation and Bridges

Implementation Services to be Provided Structures Module: See General Services Contract between the City of Bloomington and DOT-US.

The subscription fee will include the software license, Microsoft Azure expenses and ongoing software upgrades, updates and the support services listed in Exhibit A.

- ☑ **DOT™ Transportation Module**
- ☑ **DOT™ Bridge Module**

Modules	**Year 1 Subscription Fee**	**Year 2 Subscription Fee**	**Year 3 Subscription Fee**
Module - Transportation	**$15,000**	**$15,000**	**$15,000**
Module - Bridges	**$8,300**	**$8,300**	**$8,300**
DOT™ Solution Annual Subscription	**$23,300**	**$23,300**	**$23,300**

EXHIBIT A

SUPPORT SERVICES

1. Support.

a. Issue Reporting.

i. Customer will report issues to DOTUS via telephone, fax, or e-mail. The following information will be provided:

1. Platform involved.
2. Steps leading to the error/issue.
3. Whether the issue is duplicable or random.
4. Impact of issue on system.
5. Any other useful information pertaining to the issue.

When each issue is reported, DOTUS will designate a severity level as set forth in the Support Escalation Chart. DOTUS will have a first level technical support person contact Customer within the time frame that is in the "**Response Time**" column. All times are measured from the time Customer first reports the issue to DOTUS.

b. Business Hours. The DOTUS's hours of availability for support are 9:00 a.m. to 5:00 p.m. Eastern Time, excluding United States national holidays ("**Business Hours**").

c. Issue Resolution. DOTUS will use its best efforts to respond to a Customer issue within the targets listed in the "**Response Time**" column of the Support Escalation Chart. If the issue is not resolved within the "**Response Time**" time period, the issue will be escalated as indicated in the "**Work-Around or Temporary Fix**" and "**Permanent Resolution**" columns. Upon escalation, DOTUS will notify Customer of the escalation and course of action taken to resolve the issue.

Support Escalation Chart

Error Category	**Response Time**	**Work-Around or Temporary Fix**	**Permanent Resolution**
Priority 1	4 Business Hours	2 Business Hours	1 Business Day
Priority 2	4 Business Hours	5 Business Hours	5 Business Days
Priority 3	4 Business Hours	Next release	N/A

Error Category means the relevant category of error (i.e. Priority 1, Priority 2 or Priority 3) specified below.

Priority 1 means the Platform fails to perform substantially in accordance with the Platform specifications and prevents the Customer from performing necessary business functions using the Platform.

Priority 2 means the Platform fails to perform substantially in accordance with the Platform specifications such that it imposes limitations or restrictions on the use of important functionality of the Platform affecting the smooth running of the Customer's business but does not prevent the Customer from performing absolutely necessary business functions.

Priority 3 means an incident or observation in relation to the Platform that is cosmetic in nature and has little or no adverse effect on the Customer's business or where an alternative solution exists or where the problem may be worked around.

Work-Around or **Temporary Fix** means a temporary fix or work-around for the error in accordance with good industry practice and which allows the Customer to use Platform without substantial degradation in performance. A Temporary Fix can include, with the written permission of the Customer, changing back to the previous version of Platform, patch or alternate design approach.

Permanent Resolution means the permanent resolution of the error in accordance with good industry practice and which restores the current Platform to full performance.

2. Platform Availability. The DOTUS may need, from time to time, to perform certain maintenance activities on the Platform that could involve disruption to the delivery of the Subscription Services. While the DOTUS seeks to minimize such disruption, it reserves the right to conduct maintenance activities for one year from the date of Agreement execution ("**Maintenance Period**"). Excluding complete or partial unavailability related to these maintenance activities conducted during the stated Maintenance Period, the average monthly Platform availability will be guaranteed to be equal to or greater than 99% measured on a rolling 12-month basis. In the event that the average monthly uptime of 99% is not met, the Customer will, upon written request to DOTUS, receive a Performance Credit on the following month's bill of 5% of the monthly Fee. The Platform is considered available if it is possible to log on and use substantially all of its functionality. The foregoing performance credit is Customer's sole remedy for DOTUS's failure to meet the requirements of this Exhibit A.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**Agreement**") is made to be effective as of the date last appearing on the signature page hereto ("**Effective Date**"), by and between the entity identified as the "Customer" on the signature page hereto ("**Customer**") and **Decision Optimization Technology - United States, L.P.**, a Delaware limited partnership ("**DOTUS**"). DOTUS and Customer are sometimes hereinafter referred to as "**Parties**," or individually as a "**Party**."

RECITALS

A. DOTUS is engaged in the license of software and the provision of certain services in connection with such software. DOTUS is or remains open to conducting similar tasks or activities for entities other than the Customer and holds itself out to the public as a business entity which performs services.

B. Customer desires to engage and contract for the services of DOTUS to perform certain tasks as set forth below. DOTUS desires to enter into this Agreement and perform as an independent contractor for the Customer and is willing to do so on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Status of DOTUS. It is the Parties' intention that DOTUS shall have an independent contractor status and not be an employee for any purpose. DOTUS shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Customer shall not be liable for any obligations incurred by DOTUS unless specifically authorized in writing. DOTUS shall not act as an agent of the Customer, ostensibly or otherwise, nor bind the Customer in any manner, unless specifically authorized to do so in writing.

2. Tasks, Duties, and Scope of Work.

a. DOTUS agrees to devote as much time, attention, and energy as necessary to complete or achieve the work specified in Exhibit A, attached hereto and incorporated herein by this reference. The work will be referred to in this Agreement as the "**Scope of Work**." It is expected that DOTUS shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to work already being performed or related change orders. DOTUS shall not be entitled to engage in any activities on behalf of the Customer which are not expressly set forth by this Agreement.

b. DOTUS shall be responsible to the management of Customer, but DOTUS will not be required to follow or establish a regular or daily work schedule. DOTUS shall supply

all necessary equipment, materials and supplies to perform the Scope of Work. DOTUS will not rely on the equipment or offices of Customer for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to DOTUS regarding the Scope of Work shall be considered a suggestion only, not an instruction. Customer retains the right to inspect, stop, or alter the work of DOTUS to assure its conformity with this Agreement.

3. Compensation. DOTUS shall be entitled to compensation for performing those tasks and duties related to the Scope of Work. Such compensation shall be in the amounts specified in Exhibit B, attached hereto and incorporated herein by this reference. The compensation specified in Exhibit B shall become due and payable to DOTUS at such time or times as set forth in Exhibit B or as may otherwise be reasonably agreed by Customer and DOTUS. Unpaid amounts are subject to a finance charge of one and 5/10ths percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, DOTUS may suspend the performance of the Scope of Work in the event of payment delinquency. If Customer believes that DOTUS has billed Customer incorrectly, Customer must contact DOTUS no later than thirty (30) days after the closing date on the first billing statement in which the believed error or issue appeared in order to receive an adjustment or credit. All amounts payable to DOTUS hereunder shall be paid by Customer to DOTUS in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law. The Parties acknowledge and agree that if the Scope of Work changes and/or the anticipated work required from DOTUS thereunder increases, the compensation payable to DOTUS set forth in Exhibit B may also need to change, and the Parties agree that they will use best efforts to negotiate fair compensation payable to DOTUS for such additional or increased services.

4. Notice Concerning Withholding of Taxes. DOTUS recognizes and understands that it will receive an IRS 1099 statement and related tax statements and will be required to file tax returns and to pay taxes in accordance with all provisions of applicable law. DOTUS hereby promises and agrees to indemnify the Customer for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Customer as a result of independent contractor's failure to make such required filings or payments.

5. Agreement To Waive Rights To Benefits. DOTUS hereby waives and foregoes the right to receive any benefits given by Customer to its employees. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to DOTUS by virtue of its services to Customer and is effective for the entire duration of DOTUS's agreement with Customer.

6. Termination. This Agreement may be terminated prior to the completion or achievement of the Scope of Work by Customer by providing DOTUS with no less than thirty (30) days written notice. Except in the case of a material breach of this Agreement by Customer, DOTUS may not terminate this Agreement. Any such termination shall not prejudice any other remedy to which the terminating Party may be entitled, either by law, in equity, or under this Agreement. On termination, Customer will pay DOTUS on a pro rata basis for the services performed during the month in which the Agreement is terminated, and thereafter, Customer will have no further obligation to DOTUS.

7. **Confidential Information**.

a. Each Party receiving Confidential Information from the other Party ("**Receiving Party**") understands that the other Party ("**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of DOTUS includes non-public information regarding features, functionality and performance of the DOTUS platform and software. Confidential Information of Customer includes non-public data provided by Customer to DOTUS to enable the provision of the Scope of Work ("**Customer Data**"). The terms and conditions of this Agreement, including all pricing and related metrics, are Confidential Information.

b. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document: (i) is or becomes generally available to the public, (ii) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

c. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purpose whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

d. Notwithstanding Section 7(c), the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

e. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

f. In the event of any discrepancies between this Section 7 and the terms of a separately executed nondisclosure agreement between the Parties, the terms of such nondisclosure agreement shall control.

8. Return of Property. On termination of this Agreement, or whenever requested by the Parties, each Party shall immediately deliver to the other Party all property in its possession, or under its care and control, belonging to the other Party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records.

9. Expense Accounts. DOTUS and the Customer agree to maintain separate accounts of expenses related to performing the Scope of Work. DOTUS is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Customer or by the terms of this Agreement.

10. Legal Compliance. DOTUS is required to treat all Customer employees, customers, clients, business partners and other affiliates with respect and responsibility. DOTUS is required to comply with all applicable laws, ethical codes and Customer policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

11. Workers' Compensation and General Liability Insurance. Upon request of the Customer, DOTUS agrees to supply the Customer with proof of Workers' Compensation Coverage and General Liability Insurance.

12. Ownership of Intellectual Property Created While Performing the Scope of Work. The Parties agree that any and all intellectual property developed by DOTUS in connection with the performance of the Scope of Work will be owned by DOTUS. The Parties agree that no Intellectual Property developed by DOTUS in connection with the performance of the Scope of Work will constitute "works made for hire." DOTUS hereby grants to the Customer a perpetual, irrevocable, fully paid-up, royalty free, transferable, sublicensable (through multiple levels of sublicensees), worldwide, non-exclusive right and license under its Intellectual Property rights, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, import and otherwise use and exploit for the Customer's internal business use all or any portion of the Intellectual Property developed by DOTUS in connection with the performance of the Scope of Work. The term "**Intellectual Property**" means all concepts, inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, names, likenesses, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law, copyright, mask work, trademark, trade secret, or other laws, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world), for all media now known or later developed, including without limitation all new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "**Moral Rights**" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

13. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by an internationally recognized courier service or, if between Parties located in the United States, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth on the signature page hereto. All notices under this Agreement that are addressed as provided in this Section: (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, or (b) if delivered by mail in the manner described above, will be deemed given on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail. Either Party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

14. Legal Fees. If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

15. Indemnification. DOTUS shall indemnify, and hold harmless Customer from any and all damages, expenses or liability resulting from or arising out of any third party claim of negligence or willful misconduct on DOTUS's part in connection with DOTUS's performance of the Scope of Work under this Agreement, or from any third party claim arising from a breach or default of this Agreement which is caused or occasioned by the acts of DOTUS. DOTUS shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

16. LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN SECTIONS 7 AND 15, IN NO EVENT SHALL: (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17. Containment of Entire Agreement. This Agreement, which is comprised of the Agreement, exhibits, addenda, attachments, and order forms, contains all of the covenants and agreements between the Parties with respect to the rendering of the Scope of Work and any other matter hereunder, and supersedes any and all prior negotiations, representations and agreements,

whether written or oral, between the Parties with respect to the rendering of such Scope of Work and any other matter hereunder. Each Party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any Party. There is no other agreement, statement or promise between the Parties that is not contained in this Agreement, and no changes or modifications to this Agreement shall be effective unless in writing and signed by both Parties.

18. Representation. Each Party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party hereto, or anyone acting on behalf of any Party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all Parties hereto.

19. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. Governing Law; Dispute Resolution. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by internal law, not the law of conflicts, of the State of Illinois. Any suit involving any dispute or matter arising under this Agreement that cannot be resolved by the Parties within a period of thirty (30) days after notice of a dispute has been given by one Party to the other, shall on written request of any Party served on the other, be submitted to binding arbitration before a single arbitrator. Said binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. Such arbitration shall take place in Springfield, Illinois. The foregoing shall not prohibit any Party from seeking injunctive relief in any court of competent jurisdiction.

21. Additional Documents. Each of the Parties agrees to execute and deliver, at the request of the other Parties, any and all other documents or other written instruments as may be reasonably necessary to effectuate the purposes of this Agreement.

22. Counterparts; Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

23. DOTUS's Role. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. DOTUS is not acting as a "municipal advisor" to Customer as defined under Section 15B of the Securities Exchange Act of 1934.

24. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

25. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, or if the Securities and Exchange Commission or Federal Trade Commission impose any obligations on either Party that cause any provision of this Agreement to be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby to the extent the benefits conferred upon the Parties by this Agreement remain substantially unimpaired, and each provision of this Agreement will be valid and enforceable to the extent permitted by law. If severability of the provision(s) would materially change the benefits of this Agreement to either Party, the Parties shall modify such provision(s) to obtain legal, enforceable and valid provision and provide benefits to the Parties that most nearly affects the Parties' intent in entering into this Agreement.

26. Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, DOTUS MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

27. Force Majeure. Neither Party will be deemed to be in default hereunder for failure to perform any of its non-monetary obligations under this Agreement for any period not to exceed thirty (30) days, provided such failure results from acts or omissions of the other Party or third parties, natural disasters, riots, war, civil disorder, export/import embargo, court order or any other causes beyond that Party's reasonable control and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.

28. Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

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The Customer and DOTUS have executed this Agreement to be effective as of the Effective Date.

Customer:

_____
(Print Name of Customer)

By:_____
(Signature)

_____
(Print Name and Title)

Date:_____

Address:_____

_____

Decision Optimization Technology - United States, L.P.

By: Decision Optimization Technology - United States, LLC, General Partner

By: _____
Neil Roberts, Manager

By: _____
Kurt Bialobreski, Manager

Date:_____

Address: 1525 S. Sixth St., Springfield, IL 62703-2886

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EXHIBIT A

Scope of Work

Generally,
Decision Optimization Technology (DOT™) Road and Bridge software and associated services will be used by city staff to develop an optimized, multi-year plan to address street and bridge maintenance needs for the City of Bloomington.

I. Bridge Module Setup Services

1. Task 1 - Data gathering and assessment
   - Data sources inventory and review
   - Integration architecture and data requirements

2. Task 2 - DOT™ Software Setup and Configuration
   - Hosting Requirements, setup
   - Create development, test and production instances
   - Create project instance and setup users
   - Testing and documenting process of upgrading each instance
   - Install and setup Bridge Inspection module and test users setup
   - Create a test instance of all systems to be integrated with DOT™
   - Project Team access to all systems from project scope

3. Task 3 - Bridge Data Register
   - Create asset register - Migrate source data to DOT™
   - Bridge profiles - analytics and assessment of bridge data
   - Data assumptions / proxies
   - Bridge asset register review and sign-off

4. Task 4 - Development of Deterioration Models
   - Create family classes of bridges and elements
   - Identify and implement constraints and time-dependent variables
   - Develop performance models for bridge asset by groups

5. Task 5 - Develop Criticality and Risk Models
   - Develop risk models for bridges by asset groups

6. Task 6 - Development of Treatment Cost and Benefit Models
   - Develop treatment models for bridge assets

7. Task 7 - Development and analysis of planning scenarios
   - Predictive analysis: Develop performance and budget scenarios
   - Develop dashboards and scenarios comparison

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8. Task 8 - DOT™ Training Session Topics – 1, 2-hr training session
    - DOT™ data analytics, GIS and Dashboards
    - Deterioration, criticality and treatment modeling
    - Development of planning scenarios and dashboards
    - Scenarios analysis, producing asset management plans and reports

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EXHIBIT B

DOTUS Compensation

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of a $1 lump sum. Billings will be issued at least monthly, and will be based on the estimated percentage of the total Scope of Services that has been completed.

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DOT

DECISION
OPTIMIZATION
TECHNOLOGY

UNIQUE FEATURES



Decision Optimization Technology (DOT)™

Asset management plans are extremely complex. Effective planning requires a balancing act which contemplates fluctuating annual budgets, shifting strategic priorities, service levels objectives and public expectations, risk and safety considerations, cross-departmental co-operation, and due consideration to political objectives. Our software enables you to simply manage this complexity. We help you build a plan you believe in and can stand behind.

DATA - MANAGEMENT

Collect and maintain inventory data, condition, and historical repairs across all asset types with a wide range of data management capabilities.

GIS VISUALIZATION

Access GIS data and map-centric visualizations of condition, scenario results, or other performance indicators associated with various asset types.

CLOUD BASED SOLUTION

Enjoy a maintenance free fully web-based application with high level of security, privacy, and compliance.

RISK BASED ANALYSIS

Our risk-based analysis enables you to develop models of asset criticality and likelihood of failure to determine risk levels for various asset classes.

SCENARIO COMPARISON

Set unlimited number of scenarios with huge flexibility to investigate various budgeting strategies, policy decisions, treatment options, serviceability criteria, and operational constraints.

PREDICTIVE MODELLING

Employ powerful and customizable deterioration models across various asset classes for better predictive analysis over time with advanced model calibration capabilities.

INTEROPERABILITY & INTEGRATION

Our API integration capabilities make it possible to communicate with variety of applications such as GIS and financial systems to achieve a hassle-free and centralized data management process.

DATA-RECOVERY & BACKUP

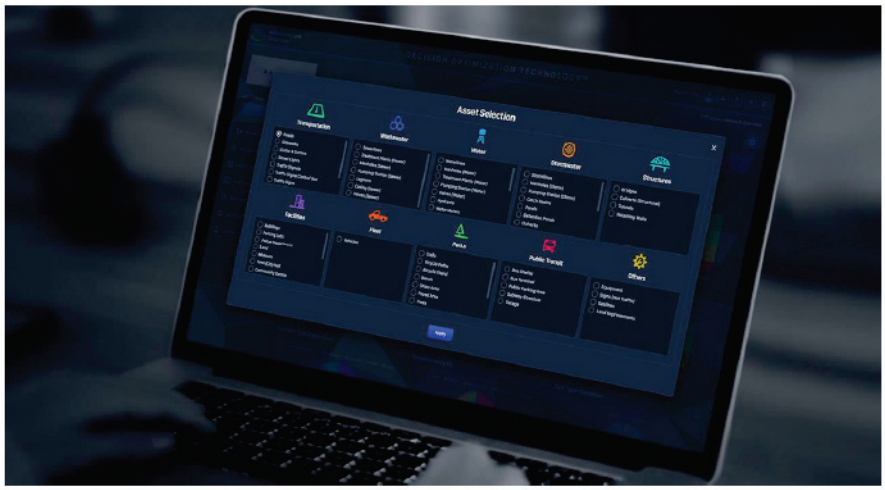
- Disaster Recovery with geo-redundant storage and site recovery
- Automatic backup and restoration process
- 99.9% guaranteed software availability

MODERN AND EASY-TO-USE INTERFACE

DOT™ software provides a modern user-interface suitable for users at different levels of skills from asset management to engineering and operational departments.



For a practical decision support tool to produce the right plan, the civil engineering must be right. Prioritization and cost benefit analysis methodologies cannot manage the plan's complexity. Instead, you will want to utilize state-of-the-art, multiyear, multi-constraint optimization algorithms. Further, the software should have the flexibility to reflect your unique requirements and give due consideration to socio-economic and risk factors in the analytical process. Finally, for your decision-makers, your boots on the ground, and your varied stakeholders, the software must produce outcomes that are consistently supported and fully implementable. The DOT™ user interface is intuitive, easy to use, gives you the ability to run and compare multiple scenarios on screen. The system generates analyses and reports that are presentation and plan ready. Your plans will fully justify your funding requests and garner respect and support from for your decision-makers, your boots on the ground, and your community.



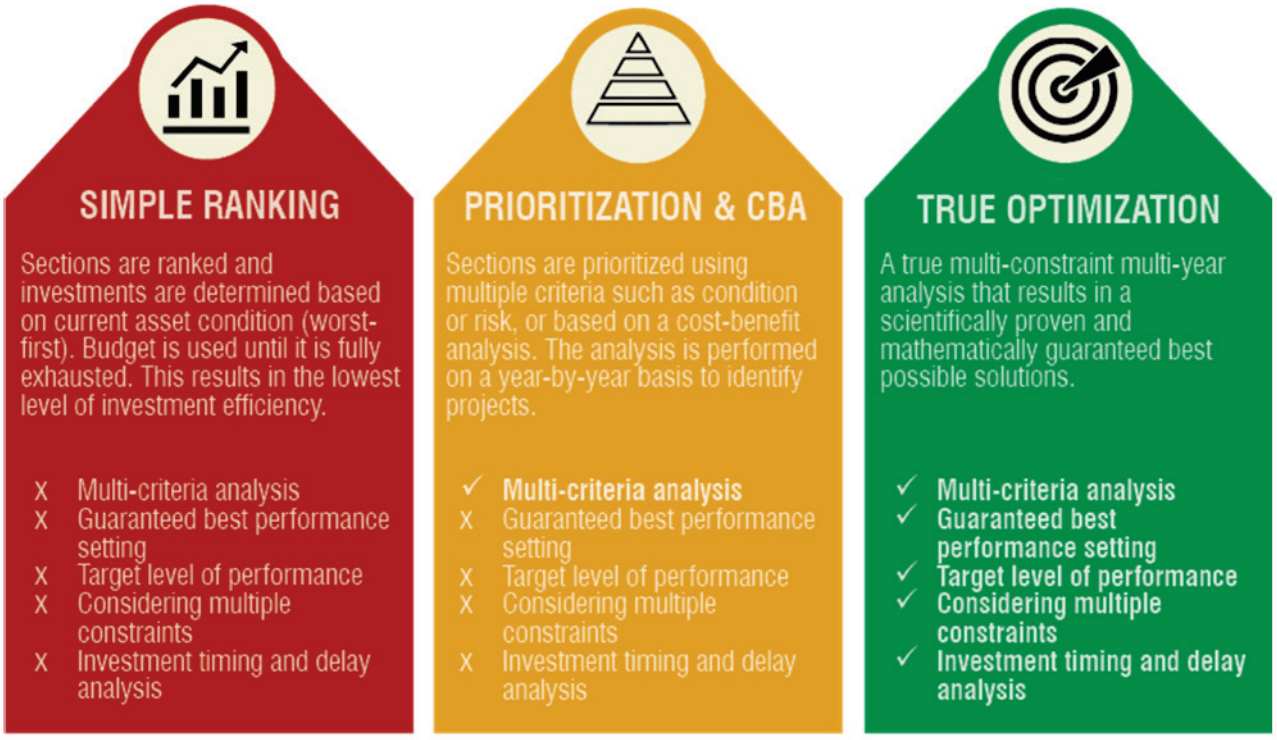
This document is intended to provide information on the unique attributes of the DOT™ software. Within this document, we mention different areas in which we have identified features we consider **individually unique, and collectively unique by their contribution within one software package.** These unique features include:

- "True Optimization" Technology
- Unparalleled Flexibility in Scenario Settings
- Ability to Include Socio-Economic & Community Impact Factors
- Depth of Research on Engineering Models
- Risk-Based Analytical Framework
- Operational Efficiency Analysis
- Dynamic Use of Historical Condition and Repair Data
- Comprehensive Default Settings with Full Customization Capability
- Element-Level Analysis with Customizable Element Classification Settings

"True Optimization" Technology

One of the biggest challenges in achieving the highest return on investment in capital renewal programs is to obtain a globally optimum solution, i.e., the best possible course of action in terms of selection and timing of rehabilitation decisions. To achieve this goal, a true optimization analysis needs to be performed.

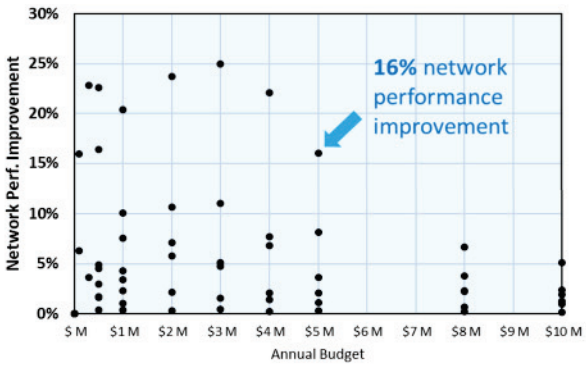
Asset renewal problems represent a special category of optimization problems called 'Combinatorial Optimization'. In simple terms, combinatorial optimization seeks to find the best possible combination of a number of alternatives, amongst all the possible combinations (called the search space). These types of problems are difficult to solve, especially due to the nonlinear nature of the problem and the exponential growth in complexity (i.e., number of possible combinations) as the problem size (e.g., number of assets) grows. A real-life asset management optimization problem involves thousands of assets (e.g., road segments, watermains, bridges, facility elements, etc.) leading to substantial combinatorial complexity and prohibitively large processing time. In most large-scale problems, traditional optimization methods cannot convergence to an optimum solution.

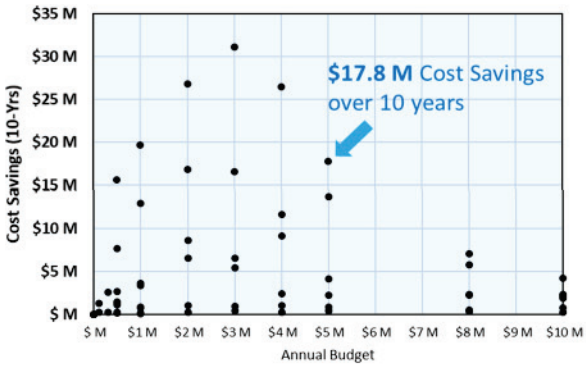


Due to the complexities and difficulties in optimizing large-size problems, the vast majority of capital planning solutions do not use true optimization and use prioritization methods instead. Prioritization methods range from simple condition-based ranking, to multi-criteria prioritization, to cost-benefit analysis. None of these methods, however, represent an actual multi-constraint multi-year optimization and do not result in finding the best possible solution. Some of the more advanced software solutions use incremental cost-benefit analysis, which is a variation of the cost-benefit analysis and claim to have an optimization solution. This, however, is still far from a true optimization in terms of solution quality. DOT™ uses the result of more than 10 years of doctorate-level research on advanced large-scale optimization methodology. It utilizes the latest innovations in optimization procedures, such as AI-inspired optimization methods and advanced mixed-integer programming techniques, within an optimization algorithm that is tailored towards analyzing large-scale combinatorial problems. The result has been an optimization technology with the capability of performing a true multi-constraint multi-year analysis on various asset networks with thousands of assets and components within minutes. DOT™ optimization results are **scientifically proven and mathematically guaranteed best possible solutions** that results in significant cost savings and added performance as compared to conventional capital planning methods.

Following results show a summary of 56 optimization comparison tests for various real-life municipal cases with different network sizes, populations, and a wide range of annual budget levels. Similar to previous tests, under all cases optimization outperformed other solutions as observable from the positive improvement. **Performance improvement of up to 25%** was observed as show in the results. To determine cost savings, the additional investment required to improve network performance to the optimized level was calculated for each comparison method. As shown in the results the expected cost savings over the 10-year planning horizon is significant in most cases. **Even under small improvements, cost savings can be translated into millions of dollars**.

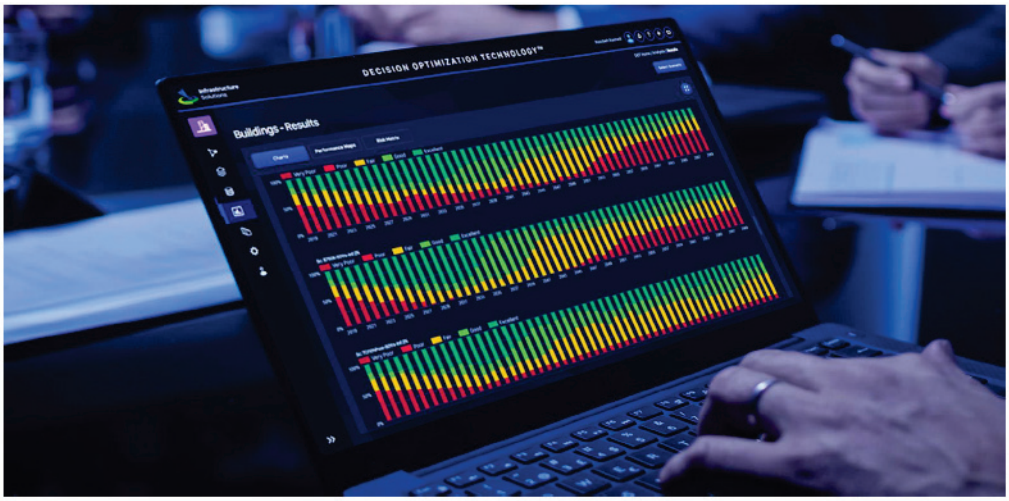
Network performance improvements and associated cost savings using DOT™ Software's True Optimization Capability





Unparalleled Flexibility in Scenario Settings

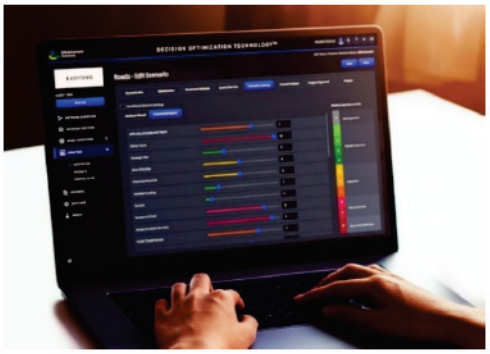
In addition to providing advanced true optimization capabilities, DOT™ enables the user to set optimization scenarios with unique flexibility. With DOT™, a user can not only specify a budget strategy, but also a multitude of other parameters such as unit cost and availability of many different treatments, minimum serviceability criteria and deficit thresholds, detail prioritization policies considering physical attributes and community benefits. To our knowledge, no other software solution provides this degree of analytical flexibility. In addition to this flexibility in the scenario setting, DOT™ also provides the ability to set a variety of optimization instances in terms of modes and objectives. In minutes, the software can answer your most important capital planning questions and provide solutions in different areas such as:



- Provides you with unlimited flexibility to maximize network overall and end-of-plan performance, minimize backlog, establish target performance with no CapEx limit, best spend with a CapEx limit, the cost to eliminate or reduce an infrastructure deficit, or identify the cost to attain strategic objectives.
- Determines the cost to maintain an existing level of service or increase the quality of your networks over a variable (5 to 50 years) planning horizon.
- Assesses the economic benefit if you borrow money to accelerate a preventive maintenance program.
- Includes a risk-based analysis and establish socio-economic benefits in the analytical process to ensure your funding decisions best serve the community and meet political objectives.
- Calculates the impact on your network performance by delaying or accelerating a capital project and immediately produce a report that identifies the long-term impact if your Council modifies or underfunds your budget or the sequence by which work gets undertaken.

Ability to Include Socio-Economic & Community Impact Factors

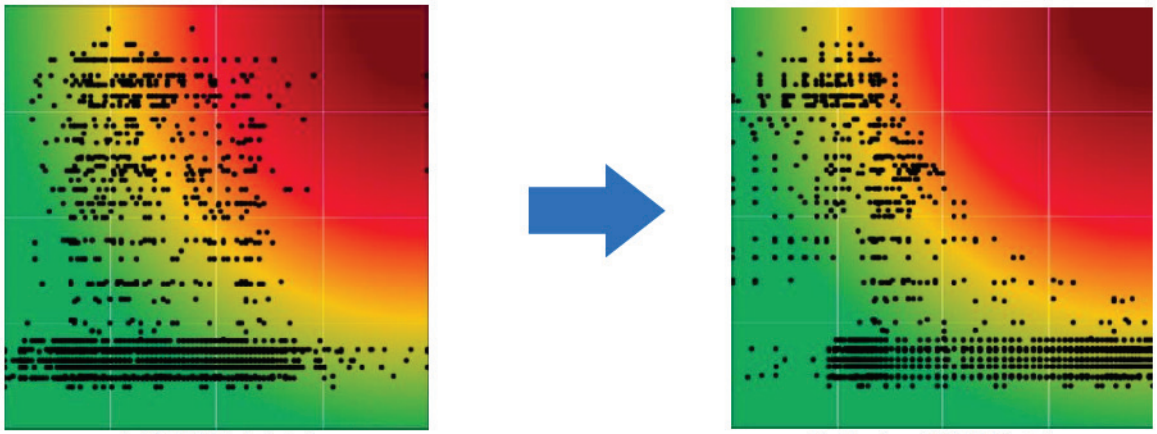
To identify the key drivers behind capital planning, we worked directly with 50 agencies and undertook extensive polling with 100 municipalities to determine that, although the highest financial ROI and network performance are important, socio-economic (community benefit) factors play a critical role in the fund allocation process. Therefore, we designed a unique feature in our software that allows the user to increase the likelihood of funding based on the relative importance socio-economic benefit of an asset.



By using a series of user-friendly sliders, we can adjust the likelihood of funding to an asset based on a variety of social factors. DOT™ enables the user to set and include these 'Community Impact' parameters in the analysis through our optimization procedure to further refine the capital planning process. The objective is that the planner can positively influence the analytical process to meet the community, political or various stakeholder objectives to achieve a workable and implementable capital plan.

Risk-Based Analytical Framework

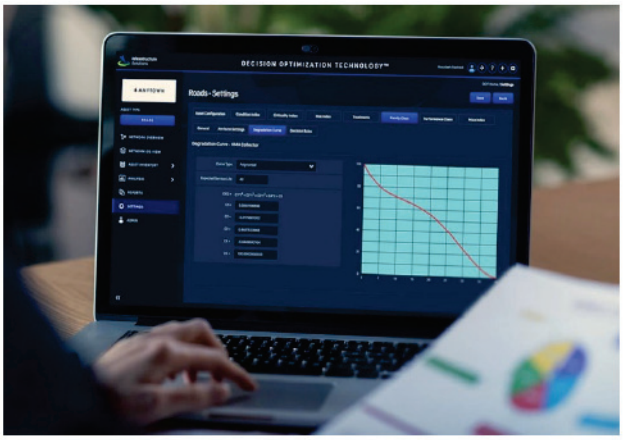
DOT™ software's comprehensive risk optimization analysis enables the user to develop a risk-informed decision making framework and model to address integrating lifecycle cost analysis, risk analysis, the effectiveness of maintenance and rehabilitation technologies, network effects, cross-sectoral interactions among different assets, and strategies for asset inspection with dynamic updating. DOT™ has the ability to take into consideration a wide range of physical or socio-economic attributes and a relative importance and criticality assessment policy established uniquely by the client. This risk-based optimization analysis ultimately enables the agency to achieve practical, implementable, and defensible capital plans based on available budget, service level objectives, and a desirable risk tolerance level that satisfies risk-based asset management requirements.



Initial Risk Matrix *Optimized Risk Matrix*

Optimized risk profile based on user-specific risk tolerance constraints

Depth of Research on Engineering Models



We have an extensive engineering and financial consulting background and written hundreds of asset management plans for municipal governments over many years. We are keenly aware that **if the engineering is wrong, the asset management or capital plan will be wrong**. In the design of the DOT™ software, our mandate was to build an analytical tool based on sound engineering principles, rather than following the conventional path of relying on simple methods such as age-based straight line degradation and limited treatment options with no performance models. Treatments within DOT™ have been analyzed for structural and functional impact, depending on a range of factors such as current condition, service life, and a variety of other physical attributes. Since our engineering models are being constantly verified and enhanced using data from a variety of sources, including our well-known engineering and consulting company partners, DOT™ continually updates and incorporates these models into your analytical process resulting in a practical and reliable capital plan.

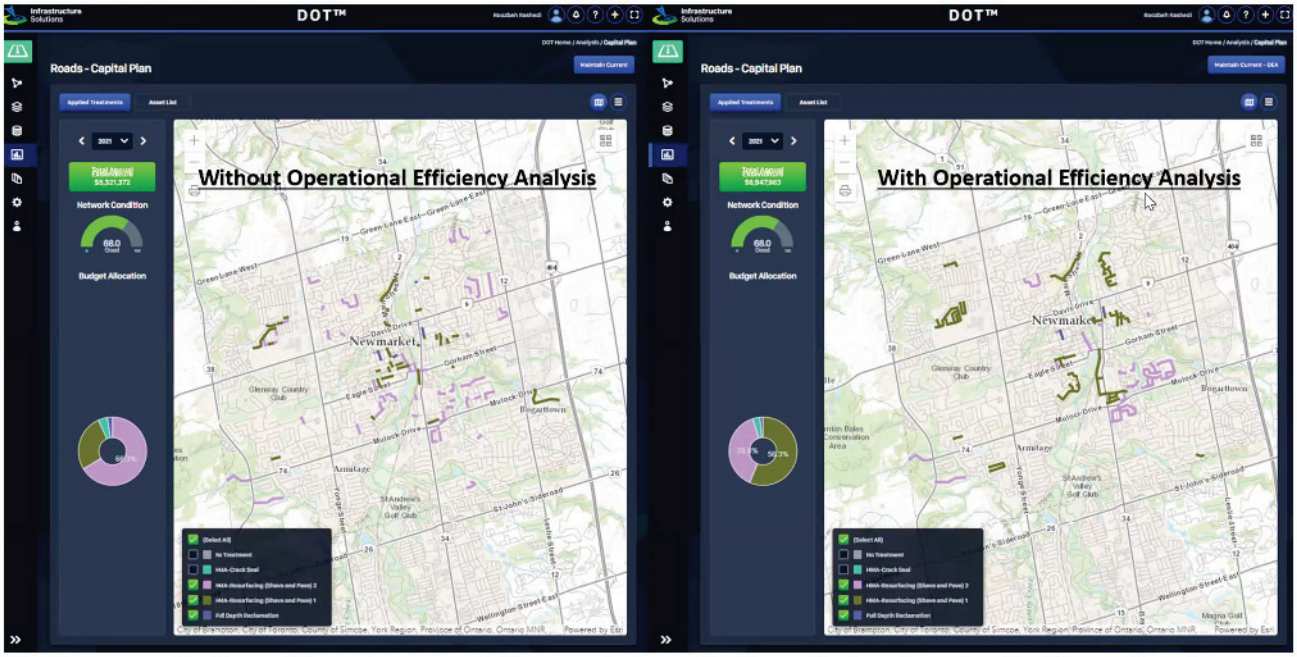
Element-Level Analysis with Customizable Element Classification Settings



Element classification provides the ability to specify a hierarchy for various elements or components of a main asset. For example, in case of Bridges, element classification can be applied at levels from Major Element Group (such as Substructure, or Decks), to Element Group (such as Foundations or Approaches), to Elements (such as concrete columns or bridge rails). A unit category (Length, Area, Quantity, etc.) and weighting can be defined at any level of the hierarchy for any branch. The specified units and weights can be used to perform Rollup Calculations based on a variety of methods for condition, risk, and criticality data. DOT™ provides analytical and data access capabilities at different levels of asset hierarchy with the ability to perform a system-wide element-level analysis on very large-size data sets. Default settings based on standards such as Unifromat, OSIM, Structure Appraisal Rantings, etc., make it easy for the user to apply element classifications across variety of asset types to expedite the analytical process.

Operational Efficiency Analysis

If historical capital planning has been ad hoc the first optimization results may recommend assets that will attain the best possible overall network performance from a highest financial and socio-economic return on investment basis but appear inefficient from an operational perspective and the allocation of labor, equipment, and material. The DOT™ software employs a unique operational efficiency analysis that refines treatment selection considering the economy of scale and geospatial proximity relationships of assets with similar needs. DOT™ applies a unique geo-bundling process as part of its operational efficiency analysis (OEA) that results in significantly less fragmented operational plans that minimizes mobilization of heavy equipment.



Continuous selection of 7 road segments in one-shot application of a treatment using Operational Efficiency Analysis capability of the DOT™ software.

Dynamic Use of Historical Condition and Repair Data

Many agencies update the condition of their assets on a rotating basis, and some schedule condition assessments on an ad hoc basis. Add maintenance, rehabilitation, and reconstruction improvements to the mix and it becomes more and more difficult to determine the current condition of an asset in order to build scenarios and run an accurate analysis to complete a detailed capital plan. Prior to running an analysis, the DOT™ software goes through a unique process that gathers information on each asset current condition, historical condition data, and historical repair activities. It then applies a host of degradation curves and a detailed matrix of treatment improvement models to automatically provide an accurate estimate on current asset condition. This process significantly expedites the capital planning process and improves the quality of final solutions.

Comprehensive Default Settings with Full Customization Capability

DOT™ software comes with a host of unique default built-in models for variety of asset types based on information we receive from all of our clients and variety of other sources such as questionnaires and surveys, construction companies, engineering companies, R&D, and literature reviews. The default settings of DOT™ significantly reduces the time and effort required to build decision models by the user. The default settings provide a comprehensive list of technical attributes and values for each asset type, wide range of degradation and predictive models within each asset type based on physical characteristics of assets with homogeneous deterioration behavior from a mechanistic and engineering perspective, a comprehensive array of treatment alternatives and improvement models from preventive maintenance, to minor and major rehabilitation, to full reconstruction, and built-in decision trees for each asse type base on various physical and condition related parameters. Although DOT™ provides such a comprehensive default setting, all core models and setups in the software can be fully customized to reflect the unique requirements of each agency or to recalibrate models as more information becomes available.





STRUCTURAL PLANNING

DOT

DOT™ ASSET MANAGEMENT AND CAPITAL PLANNING SOFTWARE

Engineers and planners know that managing a bridge network is complex, with many distinct and interrelated elements that complicate long-term maintenance, rehabilitation and replacement. Your decisions need to consider preventive maintenance, knowledge of available treatments, traffic impact outcomes, risk and safety factors and, because of the large dollars involved, funding sources to complete the work.

DOT™ (Decision Optimization Technology™) capital planning tools manage planning complexity, provide onscreen scenario comparisons, clarify your best course of action and clearly identify the consequence of underfunding your structures network. DOT™ builds actionable plans by incorporating inspection data based on various rating systems, such as NBI and NBE; predictive modeling based on inspection histories; and engineering models at the element level by using state-of-the-art optimization algorithms to arrive at a scientifically proven result. When your recommendations are crystallized, DOT™ generates easy-to-understand reports and gives you the visual tools needed to gain decision-maker and stakeholder support.

The DOT™ Structural module can analyze and produce customizable visuals on a variety of assets, including but not limited to:

- Bridges
- Culverts
- Tunnels
- Retaining walls
- Pedestrian bridges

DATA - MANAGEMENT & INTEGRATION

Collect and maintain inventory data, condition data and historical repairs across all asset types, with simple integration and data-sharing capabilities.

GIS VISUALIZATION

Access georeferenced data, map-centric visualizations of condition and other performance indicators associated with various asset types, all with enhanced GIS capabilities.

CLOUD BASED SOLUTION

Enjoy a maintenance-free, fully web-based application with a high level of security, privacy and compliance.

RISK BASED ANALYSIS

Use our risk-based analysis to develop models of asset criticality and likelihood of failure to determine risk levels at various asset classes and align your capital planning process with risk-based asset management guidelines.

SCENARIO COMPARISON

Set an unlimited number of scenarios with flexibility to investigate various budgeting strategies, policy decisions, treatment options, serviceability criteria and operational constraints while maintaining alignment with other projects.

PREDICTIVE MODELLING

Employ powerful and customizable deterioration models across various asset classes for better long-term predictive analysis and advanced model calibration capabilities.

INTEROPERABILITY & INTEGRATION

Our API integration capabilities make it possible to communicate with a variety of applications, such as GIS and financial systems, to achieve a hassle-free and centralized data management process.

DATA-RECOVERY & BACKUP

- Disaster recovery with geo-redundant storage and site recovery
- Automatic backup and restoration process
- 99.9% guaranteed software availability

MODERN AND EASY-TO-USE INTERFACE

DOT™ software provides a modern user-interface suitable for users at different levels of skills, from asset management to engineering and operational departments.



BETTERCAPITALPLANNING.COM

Hanson Professional Services Inc. ("Hanson"), as a professional services provider, is subject to rules, regulations and guidelines regarding the disclosure of potential conflicts of interest. If a conflict of interest exists, then best practices suggest that Hanson should disclose the conflict of interest. While Hanson provides certain professional services to you, Hanson is also recommending that you consider licensing Decision Optimization Technology software ("Software") from Decision Optimization Technology - United States, L.P. ("DOTUS"). Please be informed that Hanson owns a significant interest in DOTUS, and the recommendation to you regarding the use of the Software could be considered to be a conflict of interest between you and Hanson. You should weigh Hanson's recommendation regarding the use of the Software in light of Hanson's disclosure.

RESOLUTION NO. 2019 - 01

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH INFRASTRUCTURE SOLUTIONS, INC. TO PROVIDE DECISION OPTIMIZATION TECHNOLOGY ROADS ROAD SOFTWARE AND ASSOCIATED SERVICES

WHEREAS, the City desires to purchase pavement management software to assist the Public Works Department with analysis and optimization of roadway resurfacing and pavement preservation projects; and

WHEREAS, City staff from the Public Works Department identified top providers of pavement management software and has identified Decision Optimization Technology Roads Road Network Capital Planning Software from Infrastructure Solutions, Inc. as the software that will most directly meet the needs of the City; and

WHEREAS, as software solutions are unique and difficult to bid, City staff requests the formal bidding process be waived and the Procurement Manager be authorized to issue a Purchase Order to Infrastructure Solutions, Inc. for Decision Optimization Technology Roads Road Network Capital Planning Software.

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

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and City Manager, or designated representatives, are authorized to purchase and secure Decision Optimization Technology Roads Road Network Capital Planning Software from Infrastructure Solutions, Inc. in the amount of $33,700.00 with future annual maintenance license costs in the amount of $12,500.00, and are authorized to execute any necessary documents to effectuate the purchase, including the contract with Infrastructure Solutions, Inc.

PASSED this 28th day of January 2019.

APPROVED this 29th day of January 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Yocum, Interim City Clerk

CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30,2023, to Utilize Fund Balance and Increase the General Fund budget by $12,000, and 2) to approve a $12,000 Contingency to cover Ford OEM Chassis for two (2) Horton Ambulances purchased through the Suburban Purchasing Cooperative (NWMC) #174 (exp. 12/31/22), as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Ordinance and Contingency be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: On June 27, 2022, the City Council approved the purchase of two (2) Horton Ambulances through the Suburban Purchasing Cooperative (NWMC) Contract #174 (exp. 12/31/2022) from Foster Coach Sales Inc. (Foster) in the amount of $639,900. This price was secured before 6/6/2022 and protected the City from a 7% price increase.

The build of the ambulance is estimated at 500 days and the awarded dealer of the joint purchasing contract, Foster, included language on the vehicle invoice stating: Notice - Due to the present extraordinary market conditions on supplier pricing, we (Foster) need to make the following statement: The shown pricing reflects current OEM chassis pricing and GPC concessions. If OEM chassis pricing changes, then that change will be reflected in your final cost.

The market has been seeing increasing costs in the unstable auto industry over the past year. City staff contacted Foster and spoke with the vice president who stated that there is no way of knowing what the final Ford OEM chassis will cost for the two ambulances but they have seen an approximate $5,400 increase in one year per chassis. Foster will hold the original cost of $639,900 but rely on Ford to provide the chassis and they have no ability to purchase this part if the cost increases and the City is not able to pay for the increase.

The purchasing administrator of the NWMC cooperative stated that they are seeing more municipalities have to utilize a "contingency" to cover costs of parts needed by a firm to produce equipment such as ambulances. With a 500 day build time, it would be difficult for Foster Coach to not need to add coverage for the Ford OEM parts that do not have specifications even completed yet. The request for these two ambulances is the City being proactive to try to reduce the future impact of price increases that are predicted to occur in the future. Staff is requesting to move forward with placing this order and adding a

contingency of not to exceed $12,000. Foster Coach has agreed to abide by this and limit the City's potential exposure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the $12,000 contingency will be added to the original purchase order amount of $639,900 for a total of $651,900. If needed at the time of completion and invoicing, the additional $12,000 will be available to cover the OEM chassis pricing changes. The payment will be made from the Fire-Capital Outlay Licensed Vehicles account (10015210-72130). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 239 and the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on page 97. These pages reflect the original budget amount of $303,133 budgeted for the purchase of one ambulance in FY 2023, but was updated on June 27, 2022, as the City Council approved a budget amendment for $336,767 for the purchase of two (2) Horton Ambulances through the Suburban Purchasing Cooperative (NWMC) Contract #174 (exp. 12/31/2022) from Foster Coach Sales Inc. (Foster) in the amount of $639,900. This price was secured before 6/6/2022 and protected the City from a 7% price increase.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Eric West, Fire Chief

ATTACHMENTS:
FIRE 1B Ordinance_General Fund Budget Amendment for Ambulance Contingency
FIRE 1C Ordinance Exhibit_General Fund-Ambulance Contingency
Fire 1D Foster Coach Invoice with Updated Language

ORDINANCE NO. 2022 - ___

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2023, TO UTILIZE FUND BALANCE AND INCREASE THE GENERAL FUND BUDGET BY $12,000

WHEREAS, on April 11, 2022 by Ordinance Number 2022-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 13, 2022; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to utilize fund balance and increase the General Fund budget by $12,000, and to approve a $12,000 contingency to cover Ford OEM Chassis for two (2) Horton Ambulances purchased through the Suburban Purchasing Cooperative (NWMC) #174 (exp. 12/31/22)

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. Ordinance Number 2022-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2023) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

SECTION 2. Except as provided for herein, Ordinance Number 2022-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2022-26.

SECTION 3. The Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 8th day of August 2022.

APPROVED this ____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description		Amount	Comments
10010010-40000	General	Non-Departmental-Use of Fund Balance	$	(12,000.00)	
10015210-72130	General	Fire-Capital Outlay Licensed Vehicles	$	12,000.00	
		Net Transaction:	$	-	

NO INSURANCE WITH THIS TRANSACTION

VEHICLE INVOICE

FOSTER COACH SALES, INC.

Box 700 903 Prosperity Drive
Sterling, Illinois 61081

(815) 625-3276
(800) 369-4215
FAX (815) 625-7222

№ CITY OF BLOOMINGTON 8-4-22

SOLD TO CITY OF BLOOMINGTON
ADDRESS 109 EAST OLIVE ST
PO BOX 3157
BLOOMINGTON, IL 61702-3157

DATE 8-4-22

SALESMAN: ANDREW FOSTER

MAKE	YEAR	MODEL	BODY STYLE	NEW OR USED
FORD	2023	HORTON	AMBULANCE	NEW

SERIAL NO.

2-HORTON MODEL 623 (173") ALL ALUMINUM MODULAR AMBULANCE WITH 74" HEADROOM

MOUNTED ON A 2023 F550 4X4 CHASSIS PER ENCLOSED WORK ORDER

2-@$319,950.00 EA $639,900.00

ADDITIONAL OPTIONS:
2-GRAVITY TYPE FLOWMETER WITH OHIO ADAPTER
2-INSTALL CUSTOMER SUPPLIED RADIO & CRADLE POINT
2-LETTERING & STRIPING PER RK GRAPHICS
2-PURCHASE & INSTALL (2) FIRE VULCAN LED LIGHTS
2-INSTALL CORIAN COUNTERTOPS ON ALL (3) COUNTERS
2-PURCHASE & INSTALL PERFORMANCE LOAD
2-FRONT OEM CAB SEATS TO BE DONE IN VINYL
2-PURCHASE & INSTALL HAVIS MDT DASH MOUNTED BRACKET
4-PURCHASE & INSTALL HAVIS ARMREST IN THE CAB
1-FACTORY INSPECTION TRIP FOR (3) DEPARTMENT PERSONNEL
PERFORMANCE BOND COST
NOTE: QUOTE IS GOOD UNTIL JUNE 30TH, 2022

PRICE OF UNIT	$639.900.00
TRADE IN	
TYPE	
SERIAL NO.	
DIFFERENCE	
SALES TAX	
TITLE	
LICENSE	
TOTAL CASH PRICE	$639,900.00
SETTLEMENT:	
PREPAYMENT	
CASH ON DELIVERY	
PREPAYMENT CREDITS	
TOTAL	$639,900.00

NOTE: DUE TO PRESENT MARKET CONDITIONS ON SUPPLIER PRICING, THE SHOWN PRICING REFLECTS CURRENT OEM CHASSIS PRICING AND GPC CONCESSIONS. IN THE EVENT THAT OEM CHASSIS PRICING CHANGES DURING THE COURSE OF THIS TRANSACTION, THAT COST WILL BE REFLECTED IN THE FINAL BILL, NOT TO EXCEED AN ADDITIONAL $12,000 FOR BOTH UNITS. ANY AMOUNT OVER $12,000 WILL REMAIN THE RESPONSIBILITY OF FOSTER COACH SALES, INC. HORTON AND FOSTER COACH WILL HOLD THEIR CONVERSION COSTS INCLUDING MATERIALS, COMPONENTS AND LABOR. ANY INCREASE IN THE OEM PRICING, UP TO THE $12,000 CONTINGENCY, WILL BE SUPPORTED WITH PROPER DOCUMENTATION FROM THE OEM CHASSIS MANUFACTURER TO SUPPORT THE CHANGE IN PRICE OR IN GPC CONCESSION.

Approved by: _____ Date: _____
Tim Gleason, City Manager

CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023 in the amount of $95,899.34, and 2) to approve a Design Agreement with Farnsworth (A&E RFQ #2022-25) for a Ewing Park II Shelter-Restroom Facility in the amount of $38,800.00, as requested by the Parks and Recreation Department.

RECOMMENDED MOTION: The proposed Ordinance and Agreement be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: A Ewing Park II facility utilized for storage and as a permanent restroom caught fire in July of 2021. The insurance claim was submitted to the City's third party administrator (PMA) who settled the claim in the amount of $95,899.34 for the damages. At this time, there is no shelter or permanent restroom facility at this park and the Park staff feel it is in the best interest of the City to replace this structure, in alignment with the City's Goal 5. Great Place-Livable, Sustainable City, Objective d. Appropriate leisure and recreational opportunities responding to the needs of residents.

Through Resolution #2022-13, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution #2022-13 established ten (10) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight (8) firms under Architectural Services and ten (10) firms under Structural. Due to the wide variety of different architectural and engineering services needed for this project, Farnsworth was determined to be the most qualified firm to do the work. The City has worked with Farnsworth on numerous prior Parks projects and Farnsworth has a depth of experience in the design, structural, and MEP (mechanical, electrical, and plumbing) services of facilities for the City. The vendor chosen for this project was part of a qualification-based selection process and even though the City's local preference policy does not apply, Farnsworth is a local firm in Bloomington.

Farnsworth submitted a proposal for the design of the Ewing Park II facility in the amount of $38,800. The scope of work includes architecture, structural, mechanical, electrical, plumbing and civil engineering services. A detailed proposal is attached.

If approved, Parks & Recreation plan to build the foundation and the structure utilizing City staff. A bid will be required and brought back to City Council for approval of the electrical and plumbing work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023 in the amount of $95,899.34, and 2) an Ordinance Authorizing a Design by Farnsworth (A&E RFQ #2022-25) of Ewing Park II Shelter-Restroom Facility in the amount of $38,800.00 to be paid out of the Capital Improvement-Architectural & Engineering for Capital account (40100100-70051). The design will be funded from the insurance claim settlement in the amount of $ 95,899.34, leaving $57,099.34 of insurance proceeds to go toward construction. Please see the exhibit for the full details of the budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Derri Kerrick, Parks Project Manager

ATTACHMENTS:
PARKS 1B Farnsworth Proposal
PARKS 1C Ordinance
PARKS 1D Ordinance Exhibit
PARKS 1E Resolution 2022-13

Farnsworth GROUP

200 West College Avenue, Suite 301
Normal, Illinois 61761
p 309.663.8436

www.f-w.com

July 5, 2022

Derri Kerrick, Project Manager
Bloomington Parks, Recreation & Cultural Arts Department
115 East Washington Street
Bloomington, Illinois 61701

RE: Project Services Agreement for Design Services for Ewing Park II Concession Building Replacement

Derri:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to the City of Bloomington's Parks, Recreation & Cultural Arts Department ("Client") to provide architectural and engineering design services for the replacement of the concession building at Ewing Park II located near Ethel Parkway in Bloomington, Illinois. We have prepared this Project Services Agreement to match the scope of the work as we understand it, identified as follows:

The replacement concession building will be approximately 24' wide by 28' long with a 12' covered picnic area and will accommodate a pair of toilet rooms, a concessions space with roll-up window and a storage area with an overhead garage door.

Farnsworth Group will prepare documents suitable for permitting and construction by Parks and Recreation Department staff.

Thank you again for the opportunity to provide you with this Project Services Agreement. Should you have any questions regarding this Project Services Agreement, we would be pleased to discuss. Please indicate your acceptance of this Agreement including the attached Schedule of Charges and General Conditions by signing and returning one copy for our records. We look forward to working with you on this exciting project.

Sincerely,

FARNSWORTH GROUP, INC.

[redacted]

John E. Bishop Jr., AIA, NCARB
Principal

Farnsworth GROUP

PROJECT SERVICES AGREEMENT

Ewing Park II Concession Building Replacement

City of Bloomington Parks, Recreation & Cultural Arts Department

July 5, 2022

PROJECT OVERVIEW /

In 2021, the existing concession building at Ewing Park II suffered a significant fire that effectively destroyed the structure. Farnsworth Group has been approached to prepare building permit and construction drawings for the replacement structure which will be constructed by Parks and Recreation Department staff.

This project will include the following:

- Survey work around the existing building pad to explore options to raise the building slab by approximately 6" inches. Modifications to existing adjacent sidewalks will be included as required to maintain accessibility compliance.
- The new building will be a wood framed structure with a wood truss roof. Carsiding clad scissor trusses have been requested for the area over the picnic shelter. Layout will be based on City provided plan and elevations sheets dated 9/29/21 and Ewing Park 2 Building Notes sheet provided by Derri Kerrick.
- Toilet facilities will include a two stalls in each of the two toilet rooms.
- A roll-up shutter is to be provided at the exterior of the concessions serving window.
- Toilet rooms and concessions area are to have FRP faced plywood finish at walls.
- No heating or cooling is required for the building.
- Building to be equipped with a small electric water heater.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work includes Architecture, Structural, MEP and Civil engineering services, as well as necessary interface with the Client, review agencies, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

A. Architecture

1. Prepare architectural floor plans, elevations and details as required to secure a permit and provide general construction guidance. Product specifications will be provided on the drawings and will be presented as a Basis of Design.

B. Surveying

1. Collect topographic data for the area within 20' of the existing building pad.

C. Civil Engineering

1. Prepare grading plan to raise concession building pad a maximum of 6 inches above current grade to help mitigate existing issues with stormwater running off of trail and over walks and slab.
2. Modify existing drinking fountain location and elevation as required to maintain accessible route.

D. Structural

1. Prepare foundation plans and details for new shallow foundation system, including stem wall extending +/-8" above new building slab height.
2. Prepare new framing plan and details for new wood framed

E. Mechanical

1. Prepare Mechanical ventilation plan, details and schedule identifying exhaust fans as required for code compliant restroom facilities.
2. Product specifications will be provided on the drawings and will be presented as a Basis of Design.

F. Plumbing

1. Prepare Plumbing plans, details and schedules for concession building toilet room facilities, including small scale electric water heater to serve lavatories.
2. Product specifications will be provided on the drawings and will be presented as a Basis of Design.

G. Electrical

1. Prepare Electrical Power and Lighting Plans, details and schedules for new concession building.
2. Product specifications will be provided on the drawings and will be presented as a Basis of Design.

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

1. 2D permit and construction drawings, with specifications on drawings, provided in PDF format.

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be: John Bishop

PROFESSIONAL FEES /

Farnsworth Group, Inc. proposes to provide the described services for a Fixed Fee of (T&M) Not to Exceed (NTE) fee, based on an hourly basis per the attached Schedule of Charges, of $38,800 (Thirty-Eight Thousand Eight Hundred dollars), plus normal reimbursable expenses. Additional details regarding payment terms and related policies are included in the attached General Conditions.

PROJECT TIMELINE /

Upon the award of the Project, Farnsworth and the City will develop a mutually agreed upon schedule.

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

A. General

1. The following codes and standards apply to this project:

a. Building Code, Chapter 10, Bloomington City Code

b. International Building Code 2018

c. International Mechanical Code 2018

d. Illinois State Plumbing Code 2014

e. Plumbing Code, Chapter 34, Bloomington City Code

f. National Electric Code 2020

g. Electricity, Chapter 15, Bloomington City Code

h. Illinois Accessibility Code

i. ICC/ANSI A117.1 2009

2. Taxes or government fees are not included in the fee but are payable as provided in the General Conditions.
3. This work is expected to commence in Summer 2022. Significant delays in start date may require reassessing necessary services, schedule, and fees.
4. Schedule relies on timely receipt of information.
5. Detailed construction schedule is not included in the scope.
6. Readily available access to the project site will be provided.
7. Opinion of Probable Cost or detailed cost estimates are not included in the scope.
8. Construction Administration services are not included in the scope.

B. Architectural

C. The project building is understood to be an unconditioned structure. As such, no thermal energy compliance modeling will be provided.

D. Design of deep foundations is excluded. Should poor soils be encountered, soil improvements will be by separate geotechnical engineer.Structural

1. Design of deep foundations is excluded. Should poor soils be encountered, soil improvements will be by separate geotechnical engineer.

E. Mechanical

1. Design of heating and cooling systems is excluded.

F. Plumbing

1. It is understood that concessions will provide only prepackaged goods. As such, the Owner has directed that hand sanitizer only will be provided and no handwashing station is to be incorporated into the design.

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Cost Opinion Services.
- Value Engineering exercises.
- Meetings and/or hearings with Planning and Zoning or City Council.
- Attendance at additional meetings or site visits requested by the CLIENT
- Postings, notifications, and other related services are not included in the proposed scope of work. Farnsworth Group can provide these services as an additional service upon request.
- Design alternates are excluded.
- Redesign for any owner or contractor driven changes affecting the design or details, including but not limited to value engineering revisions, will be an additional service for additional fees.
- Design or analysis other than that specifically included above is excluded including but not limited to the following: design, documents, or construction administration related to floor live load reinforcing,

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you to allow Farnsworth to complete the scope of services outlined above.

- Coordination and leadership for any project elements not within FGI's scope of services.
- Provide copies of previous studies, existing drawings, budgets, and other relevant information as needed.
- Summary of active projects in nearby area that could impact this project's scope of work
- Site-specific soils/geotechnical report, including foundation design parameters and recommendations
- Provide any available AutoCAD drawings of existing surveys, site plan, base drawings, mapping, and exhibits.
- All required notifications that originate with the Client (signs, public announcements, etc).
- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.

AGREEMENT /

FARNSWORTH GROUP, INC.	CITY OF BLOOMINGTON
[redacted]	
Signature	Signature
John Bishop	
Typed Name	Typed Name
Principal	
Title	Title
June 28, 2022	
Date	Date

Farnsworth GROUP

Schedule of Charges - January 1, 2021

(Effective Until January 1, 2022 Unless Otherwise Noted)

Engineering/Surveying Professional Staff	Per Hour
Administrative Support	$ 70.00
Engineering Associate I/Cx Specialist I	$ 118.00
Engineering Associate II/Cx Specialist II	$ 132.00
Engineer/Land Surveyor/Senior Cx Specialist	$ 140.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager	$ 148.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager	$ 160.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager	$ 178.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager	$ 199.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director	$ 210.00

Technical Staff	
Technician I	$ 76.00
Technician II	$ 102.00
Cx Technician	$ 112.00
Senior Technician	$ 112.00
Chief Technician	$ 130.00
Designer/Computer Specialist/Lead Technician	$ 141.00
Senior Designer	$ 146.00
Project Designer/Project Technician	$ 160.00
Senior Project Designer/Systems Integration Manager	$ 175.00
Design Manager/Government Affairs Manager	$ 188.00
Technical Manager	$ 194.00
Senior Technical Manager	$ 210.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	$ 107.00
Senior Interior Designer/Designer II/Historical Preservation Technician	$ 117.00
Architect/Interior Design Manager/Designer III/Project Coordinator	$ 133.00
Senior Architect/Senior Project Coordinator	$ 143.00
Project Architect/Project Manager/Historical Preservation Specialist I	$ 153.00
Senior Project Architect/Senior Project Manager	$ 170.00
Architectural Manager/Historical Preservation Specialist II	$ 181.00
Senior Architectural Manager	$ 190.00
Architecture Principal	$ 210.00

Firm Principals	
Firm Principal/Vice President	$ 215.00

Units	
Overtime, If Required by Client – Non-Exempt Employees	Only1.25xbilling rate
Expert Testimony	2xbilling rate
Per diem	$55.00/day
ATV & Trailer	$11.00/hr
Field Vehicle	$14.00/hr
Automobile mileage	$0.59/mile
Software/CAD/Revit Station	$15.00/hr
Hand Held GPS	$11.00/hr
GPS Unit (each)	$22.00/hr
Utility Locator/Robotic Total Station	$26.00/hr
Stationary Scanner	$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

* Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

Farnsworth GROUP

GENERAL CONDITIONS
As modified for City of Bloomington per July 27, 2015 Communication with City Corporate Counsel Jeff Jurgens

Date: July 5, 2022

Client: City of Bloomington – Parks, Recreation & Cultural Arts Department

Project: Creativity Center Structural Feasibility Study

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim

for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, except for cause, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. Nothing herein, however, shall limit the CLIENT's right to use the documents for municipal purposes, including but not limited to the CLIENT's right to use the document in an unencumbered manner for the purposes of remediation, remodeling and/or construction.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance in an amount not less than $1,000,000 per occurrence, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CLEINT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, but in no case less than $2,000.000 per occurrence. Certificates of insurance shall be provided to CLIENT upon request in writing. CLEINT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to the

limits of FARNSWORTH GROUP's applicable insurance limits. ~~fifty thousand dollars ($50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater~~ ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 45 ~~30~~ days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

~~**Contingency Fund:** CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of any ~~all~~ of CLIENT's utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering CLIENT controlled utilities or other of CLIENT's man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if

unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such reasonable measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any-subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

ORDINANCE NO. 2022 - ___

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2023

WHEREAS, on April 11, 2022 by Ordinance Number 2022-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 13, 2022; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to utilize the insurance claim that was submitted to the City's third party administer (PMA) who settled the claim in the amount of $95,899.34 for the damages to the Ewing Park II Shelter-Restroom Facility.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1. Ordinance Number 2022-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2023) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

SECTION 2. Except as provided for herein, Ordinance Number 2022-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2022-26.

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

SECTION 4. This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 8th day of August 2022.

APPROVED this ____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description		Amount	Comments
40100100-57420	Capital Improvement	Property Damage Claim/Loss	$	(95,899.34)	
40100100-70051	Capital Improvement	Architectural & Engineering for Capital	$	38,800.00	
40100100-72520	Capital Improvement	Buildings	$	57,099.34	
		Net Transaction:	$	-	

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RESOLUTION NO. 2022 - 13

A RESOLUTION DESIGNATING SELECT FIRMS, THROUGH THE FY22 MULTI-YEAR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES REQUEST FOR QUALIFICATIONS (RFQ #2022-25), THAT ARE THE MOST QUALIFIED TO PERFORM GENERAL ARCHITECTURAL AND ENGINEERING SERVICES FOR A THREE-YEAR PERIOD, WITH THE OPTION TO REQUALIFY THE FIRMS FOR TWO ADDITIONAL, ONE-YEAR PERIODS

WHEREAS, the City of Bloomington, Illinois ("City") is a home-rule municipality operating and existing under the laws of Illinois and its home-rule authority and enacts this Resolution under said authority; and

WHEREAS, properly maintained public streets, sidewalks, sewers, water mains, buildings, parks, equipment, facilities, and other infrastructure are vital to the public health, public safety, and economic vitality of the community; and

WHEREAS, the City Council has received or adopted the City of Bloomington Streets, Sidewalks, Sewers, Lighting, Bicycle, Parks, Miller Park Zoo, and Facilities Master Plans; and

WHEREAS, the maintenance, repair, and construction of projects identified in these master plans, as included in the capital plan, and as arise from time to time often require professional architectural and engineering services; and

WHEREAS, the City issued a request for qualifications for the professional architectural and engineering services and have evaluated the firms deemed to be the most qualified to provide said services to the City using a QBS - Qualifications Based Selection process; and

WHEREAS, the City Council finds it to be in the best interest of the City to designate and select firms that are the most qualified to perform professional architectural and engineering services to the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

SECTION 1. The recitals set forth above are incorporated in this Section 1 as if fully stated herein.

SECTION 2. The City Council hereby determines that the firms, as outlined in Exhibit A, are deemed to be the most qualified to provide services in the stated fields of general architecture, engineering, and land surveying services to the City and hereby selected accordingly.

SECTION 3. The firms outlined in Exhibit A shall be and are deemed the most qualified to provide the respective and identified professional services to the City. Except where individual specific RFQs are issued for projects that are complex, unique, or include specific grant or funding requirements, otherwise all projects where the City needs to utilize an outside professional within architectural, engineering and/or land surveying fields, it shall utilize the list attached as Exhibit A and within said categories review the submittal information from each qualified firm to determine the most qualified for the specific project. City staff shall

then negotiate with the firm it deems as most qualified for the specific project and if an agreement is reached on contractual terms and price, the proposed firm contract shall be recommended for selection and approval. If an agreement cannot be reached as to contractual terms and price with the firm selected as the most qualified, it shall then begin negotiating with the next selected firm and this process shall continue until an agreement can be reached.

SECTION 4. The determination of qualifications set forth herein shall be valid for three-years, although upon re-submission of qualifications, City staff may extend the qualifications of any of the firms listed in Exhibit A for two additional one-year periods. City's procurement manager shall send a re-submission certification letter to the firms forty- five (45) days prior to expiration of the three-year initial period. Re-qualification and extension of either period shall be demonstrated by written correspondence to the firm from the City's procurement manager.

SECTION 5. In the event that any section, clause, provision, or part of this Resolution shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

SECTION 7. This Resolution shall be effective immediately.

PASSED this 9th day of May 2022.

APPROVED this 10th day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk

EXHIBIT A

MULTI YEAR PROFESSIONAL ARCHITECTUAL and ENGINEERING SERVICES (RFQ 2022-25)

SELECTED FIRMS

		A: Architectural		B: Structural		C: Potable Water		D: Utility		E: Transportation		F: Land Survey		G: Asset Management		H: Environmental		I. Arc Flash		J. Geotech & Pavement	
No.	Company	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large	Small	Large
1	Bailey Edward Design	X	X																		
2	Baxter & Woodman					X	X	X	X												
3	BKV Group	X	X																		
4	CDM Smith					X	X	X	X												
5	Clark Dietz							X	X	X	X							X	X		
6	Cloudpoint													X	X						
7	CMT	X	X					X	X												
8	Cordogan Clark	X	X																		
9	Design Mavens	X																			
10	Dewberry Engineers	X	X															X	X		
11	DLZ			X	X					X											
12	Donohue			X	X	X	X	X	X												
13	Farnsworth Group	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				
14	Fehr Graham															X	X				
15	Hanson			X	X					X	X			X	X	X	X			X	X
16	Hazen					X	X							X	X						
17	Kaskaskia			X	X					X	X					X	X			X	X
18	Lewis Yockey Brown											X									
19	Lochmueller Group									X	X					X	X				
20	Midwest Engineering									X	X	X									
21	Northwater Consulting															X	X				
22	RJN Group							X	X					X	X						
23	Scharnett Architects	X																			
24	Stanley Consultants			X	X	X	X	X	X	X	X							X	X		
25	TWM			X	X					X	X	X	X								
26	Walker Consultants			X	X																
27	WHKS			X	X	X	X	X	X												

Note: Small projects are defined as those where the fees is less than $50,000.00. Large projects are defined as those where the fee is $50,000.00 or greater.

CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the Property Located at 19 Aberdeen Way, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Petitioner, Danielle King, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 19 Aberdeen Way.

Summary of Request:

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

On Wednesday, July 20, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Sunday, May 29, 2022 and courtesy notices were mailed to 110 property owners 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: The Special Use contributes to Goal HL-5.1 (Encourage local food production) and Goal HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 1B Ordinance SP-04-22
E&CD 1C Staff Report SP-04-22
E&CD 1D ZBA DRAFT Minutes SP-04-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 19 ABERDEEN WAY

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, for the property located at 19 Aberdeen Way, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a 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 petition; 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 into and made a part of this Ordinance as though fully set forth herein;

Section 2. That the Special Use Permit for Chicken-Keeping, for the property at 19 Aberdeen Way, legally described in Exhibit "A", is hereby approved;

Section 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in

pamphlet form as provided by law;

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

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

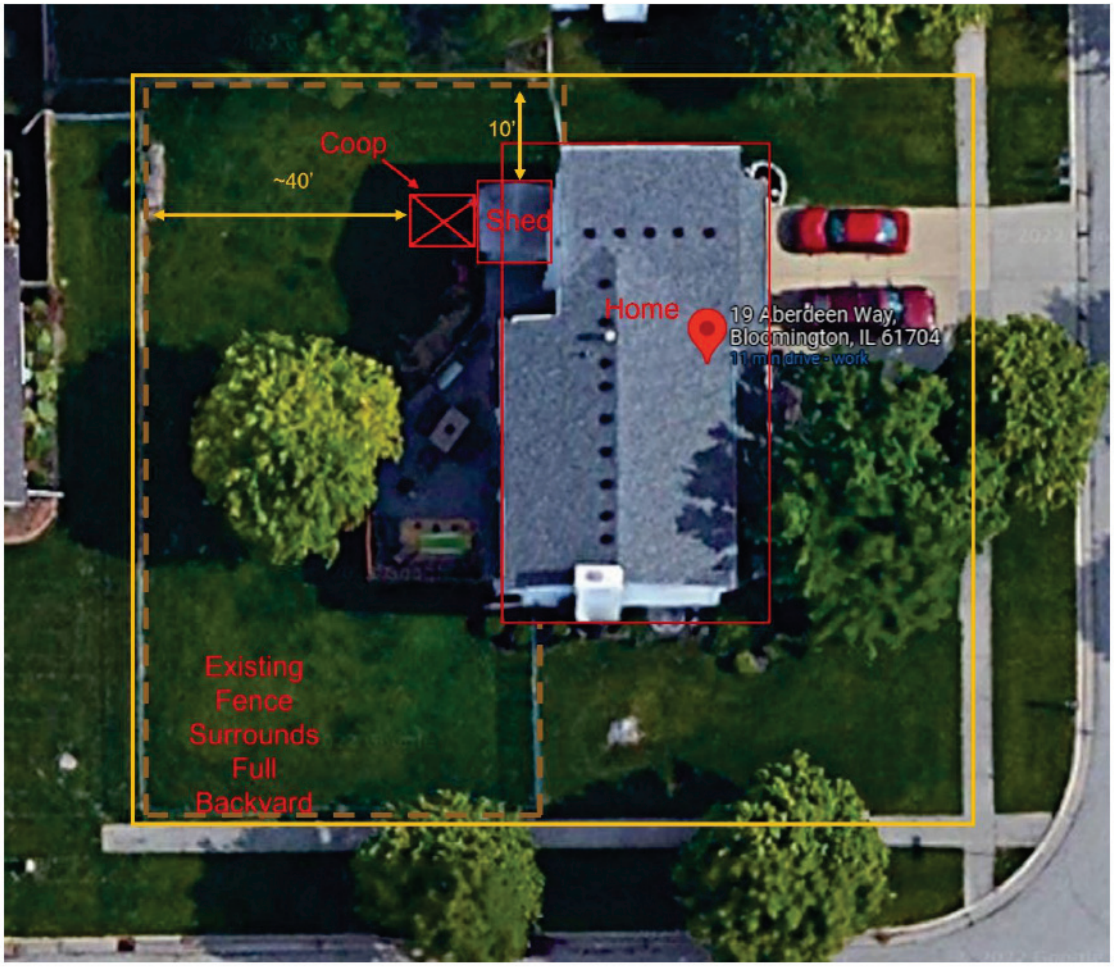
Legal Description

THE HIGHLANDS SUB LOT 45

PIN: 14-36-177-023

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	REISSUED: July 20th, 2022 (June 15th, 2022)
CASE NO:	SP-04-22, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review and action on a petition submitted by Danielle King for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 19 Aberdeen Way. PIN: 14-36-177-023.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence), 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.

The Petitioner desires to erect a wooden chicken coop and fenced enclosure in her backyard to keep no more than four egg-laying hens, to support our local food system, and to become self-reliant. The coop would be attached to an existing shed within her fenced backyard, and on the side of the deck opposite the street.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, May 29, 2022. Courtesy notices were mailed to 110 property owners within 500 feet of the subject property. A notice of public hearing sign was placed on the property at least 15 days prior to the hearing.

ANALYSIS

Property Characteristics:
The property at 19 Aberdeen Way consists of 0.23 acres of land located on the northwest corner of Aberdeen Way and Kapok Drive, in The Highlands neighborhood. This is a corner lot and therefor has two "front" yards that must be considered during location of the proposed coop. It is improved with a single-family home with attached garage. The rear yard of the

property, where the coop will be located, is enclosed by a chain link fence and contains a deck with additional privacy fencing that blocks the public view of the back patio area from most angles.

Surrounding Zoning and Land Uses:

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

Description of Current Zoning District:
The R-1C (Single-Family Residence) District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. (§ 44-401C).

Subject Code Requirements:
§ 44-402B. "Allowed Uses Table" indicates Chicken Keeping is permitted as Special Use in the R-1C District.

§ 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, 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.
B. On lots greater than one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens plus one additional chicken per half acre in excess of one acre 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 Board of Zoning Appeals (ZBA) shall hold at least one administrative 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 to allow Chicken-Keeping in the R-1C (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 all of the setback requirements of § 44-1011. The Petitioner intends to store the food in sealed buckets in the shed adjacent to the coop to deter pests. 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 will be screened from view from most angles, only viewable for a short distance as Kapok Drive approaches Aberdeen Way. The Special Use would also contribute to local food production, Goal HL-5.1 of the 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 proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines. The portion of the property where the coop will be located is partially screened by structure and fencing. 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-1C district. Additionally, 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 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:

1. Motion to establish findings of fact that all standards for approval of a Special Use Permit **are met**.
2. Motion to recommend **approval** of the petition submitted Danielle King for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 19 Aberdeen Way.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

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

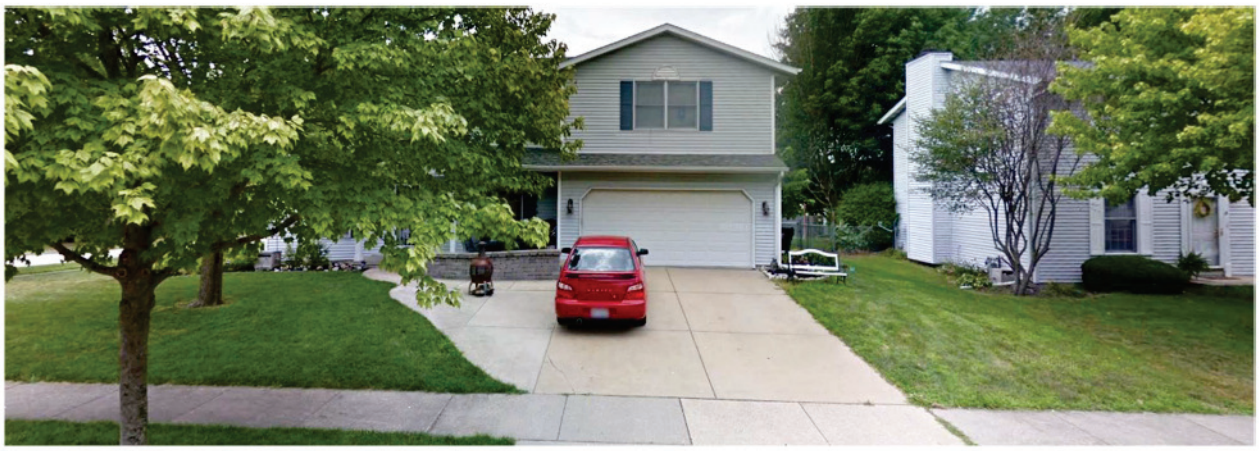
Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)







Attachment 4 - Petitioner-Submission - Description of Project

We would like to have 4 egg laying hens to keep in a small, neat, aesthetically pleasing coop. We would like to be able to teach our children responsibility and help them learn that food doesn't just come from a store.

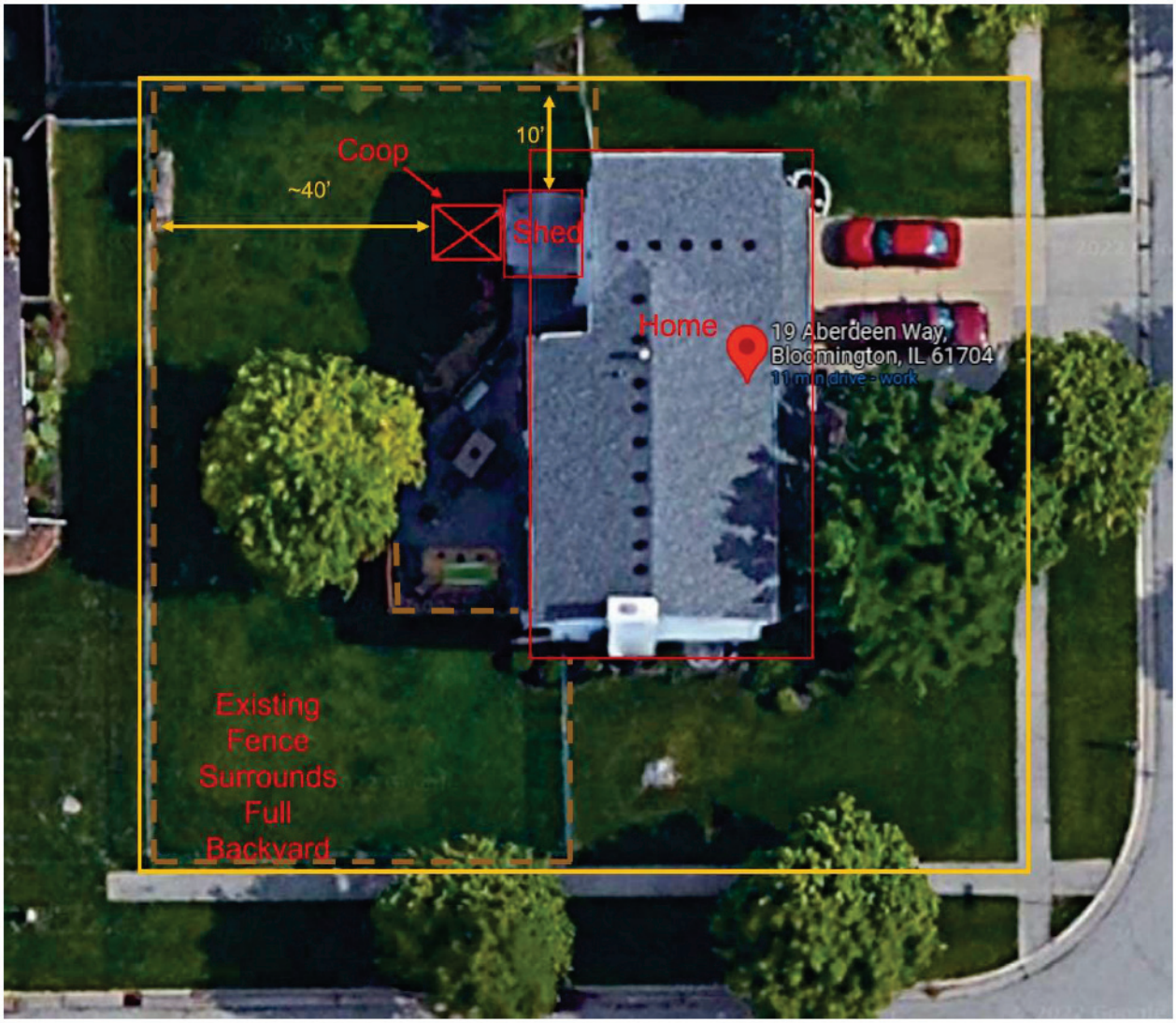
We plan on keeping a neat and tidy coop so that it is not an eyesore. Laying hens make very little noise and therefore will be of little impact to the neighborhood.

This special use permit would allow us to keep 4 laying hens which would conform to the district regulations. We have no HOA or covenant in our neighborhood.

The coop below is similar to the one planned for install; a run would be added.



Attachment 5 - Petitioner-Submission - Site Plan



Attachment 6 - Neighborhood notice map



Staff noted this recommendation will go to City Council on August 8, 2022.

SP-04-22 Public hearing, review, and action on a petition submitted by Danielle King for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 19 Aberdeen Way. PIN: 14-36-177-023. (Ward 5). *Continued from the June 15, 2022, meeting.*

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit to allow Ms. King to lawfully continue to keep her existing chicken coop.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

Petitioner, Danielle King (19 Aberdeen Way) stated she is requesting the Special Use Permit because they previously lived in Charleston where they had about 50 chickens. Their children have grown up raising chickens and it provides her children an understanding of where their food comes from. They are familiar with how to raise chickens. Ultimately, she wants to teach children sustainability.

Chair Ballantini asked about lighting associated with the coop. Ms. King explained that they do not use heat lamps, as they are an unnecessary fire hazard that can cause unnatural laying tendencies. They use heat panels which do not have any associated light.

Chair Ballantini asked if the Petitioner has spoken to her neighbors about the Petition. Ms. King stated that she has spoken with a number of them, including those directly behind the house whose children like to watch the chickens; they are in favor, as well as others she has spoken with.

Keith Moldovan (41 Aberdeen Way) Stated that when neighbors began receiving the notices about the hearing they started talking about the petition, he reached out to the Petitioner to discuss. He feels confident the Petitioner knows what she is doing regarding the raising of chickens, most of the neighbors know each other and think the idea is pretty neat. He stated that he has not spoken to anyone against the petition.

Chair Ballantini asked if he had spoken with anyone not in favor. Mr. Moldovan stated he has not spoken with anyone who was not in favor.

No additional testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted Danielle King for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 19 Aberdeen Way. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this recommendation will go to City Council on August 8, 2022.

SP-05-22 Public hearing, review, and action on a petition submitted by Erik Goshorn for a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 217 Magnolia Drive. PIN: 21-10-403-026. (Ward 1). *Continued from the June 15, 2022, meeting.*

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit. Staff noted the Petitioner has spoken with neighbors and indicates they are in favor of the request.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

Petitioner, Erik Goshorn (217 Magnolia Drive), stated he is requesting the Special Use because his wife grew up with chickens. Within the last 18 months they have been moving as a family towards sustainability, including growing their own food, and making use of the things they used to throw away, to help teach their kids. He stated that they also eat a lot of eggs in their family, so free access to eggs is a plus for them and ensures that source of their food is humanely raised.

Commissioner Harris asked if the Petitioner has raised chickens before. Mr. Goshorn stated he has not, but his wife has. In addition, her family lives behind them and has experience with raising chickens. He noted that before this year he had also never grown any of the food crops they now produce from their backyard and he feels capable of researching and learning how to properly care for chickens.

Chair Ballantini asked the Petitioner to confirm that he has spoken with neighbors. Mr. Goshorn responded that he has spoken to many of the neighbors are not only ok with the Petition, but now interested in pursuing requests for Chicken-Keeping of their own at future meetings.

No additional testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 1

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 217 Magnolia Drive, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Petitioner, Erik Goshorn, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 217 Magnolia Drive.

Summary of Request:

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

On Wednesday, July 20, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Sunday, May 29, 2022 and courtesy notices were mailed to 104 property owners 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: The Special Use contributes to Goal HL-5.1 (Encourage local food production) and Goal HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 3B Ordinance SP-05-22
E&CD 3C Staff Report SP-05-22
E&CD 3D ZBA DRAFT Minutes SP-05-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 217 MAGNOLIA DRIVE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, for the property located at 217 Magnolia 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 petition 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 petition; 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 into and made a part of this Ordinance as though fully set forth herein;

Section 2. That the Special Use Permit for Chicken-Keeping, for the property at 217 Magnolia Drive, legally described in Exhibit "A", is hereby approved;

Section 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in

pamphlet form as provided by law;

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

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

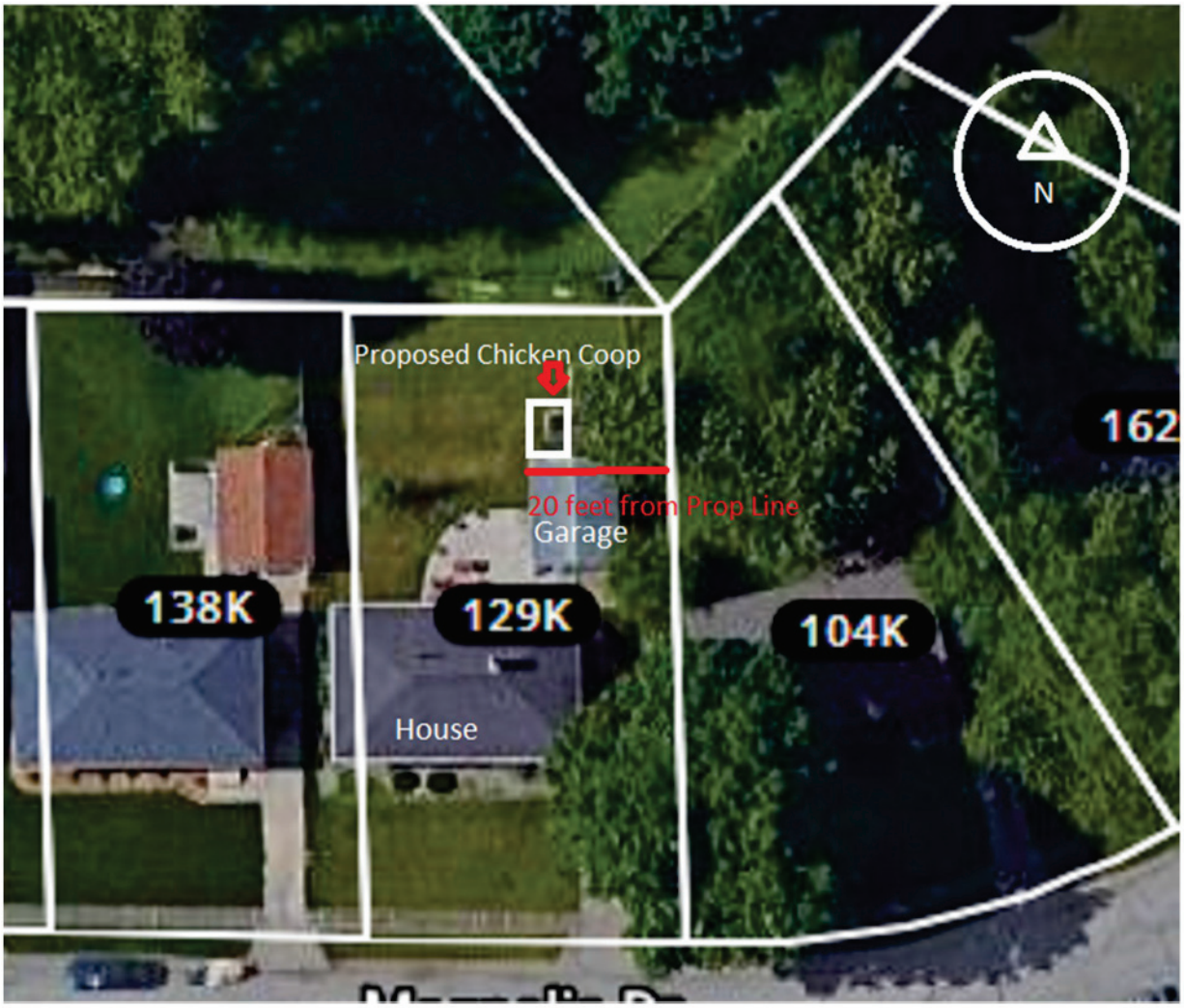
Legal Description

MEADOWBROOK SUB LOT 93

PIN: 21-10-403-026

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	REISSUED: July 20th, 2022 (June 15th, 2022)
CASE NO:	SP-05-22, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review and action on a petition submitted by Erik Goshorn for a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 217 Magnolia Drive. PIN: 21-10-403-026.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-1B (Single-Family Residence), 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.

The Petitioner desires to erect a chicken coop and fenced enclosure in his backyard to keep no more than four hens, for the use of eggs and manure composting.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, May 29, 2022. Courtesy notices were mailed to 104 property owners within 500 feet of the subject property. A notice of public hearing sign was placed on the property at least 15 days prior to the hearing.

ANALYSIS

Property Characteristics:
The property at 217 Magnolia Drive consists of 0.16 acres of land located just south of Holiday Park in Meadowbrook Subdivision. It is improved with a single-family home and detached garage. The rear yard of this property, where the coop will be located, is enclosed by split rail and square wire 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-1B (Single-Family 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. (§ 44-401B).

Subject Code Requirements:
§ 44-402B. "Allowed Uses Table" indicates Chicken Keeping is permitted as Special Use in the R-1B District.

§ 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, 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.
B. On lots greater than one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens plus one additional chicken per half acre in excess of one acre 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 Board of Zoning Appeals (ZBA) shall hold at least one administrative 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 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 all of the setback requirements of § 44-1011. The Petitioner intends to store the food in sealed buckets in the adjacent garage to deter pests. 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 will be mostly screened by structures and will not be visible from the public roadway. The Special Use would also contribute to Goal HL-5.1 (Encourage local food production), HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents), and NE-5.1 (Reduce the amount of waste and toxicity going to the landfill) 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 proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines. The portion of the property where the coop will be located is screened from the public roadway by structures. 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. Additionally, 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 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:

1. Motion to establish findings of fact that all standards for approval of a Special Use Permit **are met**.
2. Motion to recommend **approval** of the petition submitted by Erik Goshorn for a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 217 Magnolia Drive.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)







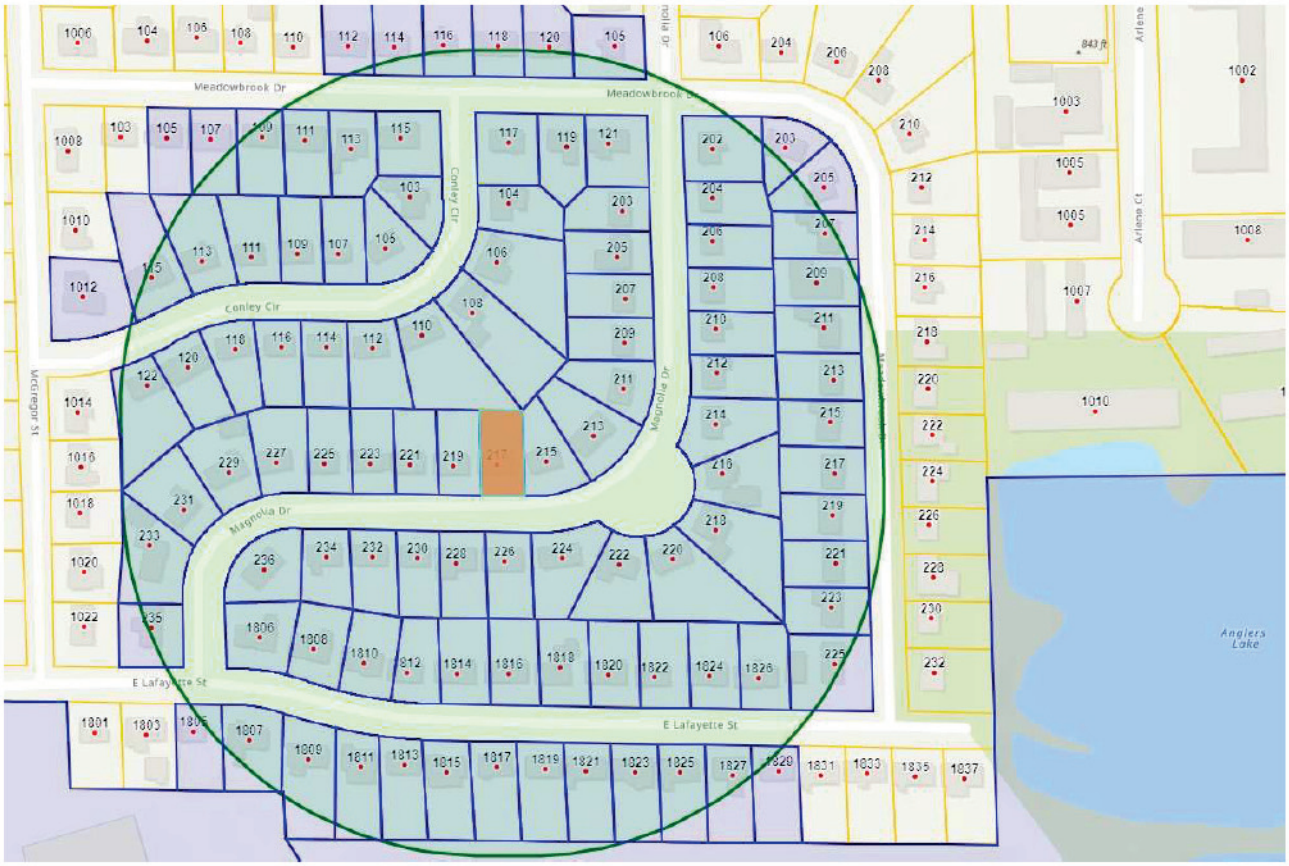
Attachment 4 - Petitioner-Submission - Description of Project

The proposal is for a Permit to keep and maintain a Chicken coop for no more than 4 chickens as permitted. Want to keep egg laying birds for use of eggs and composting manure. After speaking with neighbors, and taking the ease of care for this number of chickens, there should be no ill effects. The neighbor closest to the property line in question is supportive of the idea, and the area is not visible to passersby, so will not diminish property values.

Attachment 5 - Petitioner-Submission - Site Plan



Attachment 6 - Neighborhood notice map



Commissioner Harris made a motion to recommend approval of the petition submitted Danielle King for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 19 Aberdeen Way. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this recommendation will go to City Council on August 8, 2022.

SP-05-22 Public hearing, review, and action on a petition submitted by Erik Goshorn for a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 217 Magnolia Drive. PIN: 21-10-403-026. (Ward 1). *Continued from the June 15, 2022, meeting.*

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit. Staff noted the Petitioner has spoken with neighbors and indicates they are in favor of the request.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

Petitioner, Erik Goshorn (217 Magnolia Drive), stated he is requesting the Special Use because his wife grew up with chickens. Within the last 18 months they have been moving as a family towards sustainability, including growing their own food, and making use of the things they used to throw away, to help teach their kids. He stated that they also eat a lot of eggs in their family, so free access to eggs is a plus for them and ensures that source of their food is humanely raised.

Commissioner Harris asked if the Petitioner has raised chickens before. Mr. Goshorn stated he has not, but his wife has. In addition, her family lives behind them and has experience with raising chickens. He noted that before this year he had also never grown any of the food crops they now produce from their backyard and he feels capable of researching and learning how to properly care for chickens.

Chair Ballantini asked the Petitioner to confirm that he has spoken with neighbors. Mr. Goshorn responded that he has spoken to many of the neighbors are not only ok with the Petition, but now interested in pursuing requests for Chicken-Keeping of their own at future meetings.

No additional testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted by Erik Goshorn for a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 217 Magnolia Drive. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this will go to City Council on August 8, 2022.

SP-06-22 Public hearing, review, and action on a petition submitted by Linda Stroh for a Special Use Permit for Chicken-Keeping, with Variance, in the R-2 (Mixed Residence) District, for the property located at 601 S. Livingston Street. PIN: 21-05-462-008. (Ward 6). *Continued from the June 15, 2022, meeting.*

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit with Variance. Staff noted the constraints on the placement of the coop; these constraints are resulting from the lot being a corner lot and the narrowness of the lot. By allowing the petitioner to place the coop in the side yard, as indicated on the site plan, the Petitioner can meet the remaining requirements for the location of the coop.

Ms. Pemberton noted that, due to the continuation from the prior hearing, the Petitioner is unable to attend this evening as she is teaching a course on Zero Waste at Heartland College.

Chair Ballantini asked if coop is entirely enclosed. Staff confirmed that is the case. The Chair expressed concern that the coop would be located close to the street, with no additional fencing between it and Livingston and wanted to clarify that there were no issues with the Code in that context. Staff clarified that the use provisions require an enclosed or fenced area for the keeping of the chickens, but not additional property fencing. Staff stated that the lack of additional fencing is not an issue, per Code.

Chair Ballantini opened the public hearing.

No testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to establish findings of fact that all standards for a Variance are met and that carrying out the strict letter of the Code does create hardship for the Petitioner. Commissioner Zwaga seconded.

CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District, with a Variance, for the Property Located at 601 S. Livingston Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Petitioner, Linda Stroh, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 601 S. Livingston Street, and a Variance to allow her to locate the coop in the side-yard of the subject corner lot.

Summary of Request:

1. Chicken-keeping with a chicken coop and fenced enclosure in the rear yard, to keep no more than four egg-laying hens.
2. The proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines. The Special Use Permit includes a Variance to allow the coop to be located in the side yard, due to the nature and location of the lot and placement of other existing structures.
3. The Petitioner will store food in sealed buckets in the shed adjacent to the coop to deter pests.
4. No roosters or chickens for slaughter will be kept.

On Wednesday, July 20, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit and a Variance, and voted 6-0 to recommend approval of the Special Use Permit with Variance to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Sunday, May 29, 2022 and courtesy notices were mailed to 90

property owners 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**: The Special Use contributes to Goal HL-5.1 (Encourage local food production) and Goal HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 5B Ordinance SP-06-22
E&CD 5C Staff Report SP-06-22
E&CD 5D ZBA DRAFT Minutes SP-06-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-2 (MIXED RESIDENCE) DISTRICT, WITH A VARIANCE, FOR THE PROPERTY LOCATED AT 601 S. LIVINGSTON STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, with a Variance to allow location of the coop in the side-yard, for the property located at 601 S. Livingston Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a 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 petition; 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 the standards for granting approval of a variance found in § 44-1708; 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 into and made a part of this Ordinance as though fully set forth herein;

Section 2. That the Special Use Permit for Chicken-Keeping, with a Variance to allow location of the coop in the side-yard, for the property at 601 S. Livingston Street, legally described in Exhibit "A", is hereby approved;

Section 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law;

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

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

CITIZENS ADD N100' LOT 113

PIN: 21-05-462-008

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	REISSUED: July 20th, 2022 (June 15th, 2022)
CASE NO:	SP-06-22, Special Use Permit for Chicken-Keeping, with Variance
REQUEST:	Public hearing, review and action on a petition submitted by Linda Stroh for a Special Use Permit for Chicken-Keeping, with Variance, in the R-2 (Mixed Residence) District, for the property located at 601 S. Livingston Street. PIN: 21-05-462-008.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence), 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…" A Variance to allow the Petitioner to locate the coop in the side yard of the property is requested.

The Petitioner desires to install a small chicken coop with fenced enclosure and have up to four chickens in her yard. The coop would be located in the side yard, rather than the backyard as required by § 44-1011E, due to the nature and location of the lot and placement of other existing structures.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, May 29, 2022. Courtesy notices were mailed to 90 property owners within 500 feet of the subject property. A notice of public hearing sign was placed on the property at least 15 days prior to the hearing.

ANALYSIS

Property Characteristics:
The property at 601 S. Livingston Street consists of 0.12 acres of land located on the southwest corner of S. Livingston Street and W. Mill Street, in the Lang's Alley neighborhood. This is a corner lot and therefor has two "front" yards that must be considered during location of the proposed coop. It is improved with a single-family home with detached garage. The rear yard

of this property, where the Code designates chicken coops are to be placed, is wholly occupied by the single-car garage and driveway but a large vacant side yard exists on the south side of the property which would permit the coop to meet the setback requirements at all property lines, while still providing sufficient space for the appropriate care and wellbeing of the hens. Due to the location of the property on the corner, placement of a coop in the rear yard would be equally visible from public roadways in the rear and side yards.

Surrounding Zoning and Land Uses:

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

Description of Current Zoning District:
The R-2 (Mixed Residence) District is intended to accommodate development characterized by a mixture of housing types at a high single-family and a low multiple-family dwelling unit density. Densities of up to approximately 13 dwelling units per acre are allowed. This district allows for the conversion of dwelling units in older residential areas of mixed dwelling unit types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization and serves as a zone of transition between lower density residential districts and residential districts that permit greater land use intensity and dwelling unit density (§ 44-401E).

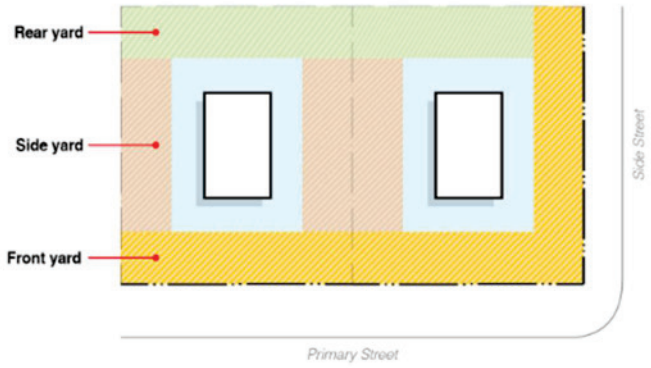
Subject Code Requirements:
§ 44-402B. "Allowed Uses Table" indicates Chicken Keeping is permitted as Special Use in the R-2 District.

§ 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, 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.
B. On lots greater than one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens plus one additional chicken per half acre in excess of one acre 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.

Diagram of yard classification from Chapter 44:



STANDARDS FOR REVIEW

The Board of Zoning Appeals (ZBA) shall hold at least one administrative 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. The ZBA has the power to authorize variations to the Code where there would be practical difficulties or particular hardships in carrying out the strict letter. Decisions shall be made upon the determination that the Variance meets all of the Standards listed in § 44-1708F and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-2 (Mixed 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. The Petitioner intends to store the food in sealed buckets in the detached garage on the property. 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 Petitioner intends to install a commercially produced chicken coop and add a fenced enclosure. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents), and NE-5.1 (Reduce the amount of waste and toxicity going to the landfill) 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 proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines. The portion of the property where the coop will be placed is partially screened from neighbors by a structure and fencing. 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.**

   Other than as requested in the associated Variance, the proposed Special Use conforms with both the use provisions for chicken-keeping as stated in Chapter 44, 10-11 and the regulations of the R-2 district. Additionally, 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***.

Variance to allow the Petitioner to locate the coop in the side yard.

1. **The property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.**

   As a corner lot, this property has physical characteristics that pose unreasonable challenges for complying with Code provisions that require the placement of the coop in the rear yard. Due to the location and orientation of the home the rear yard of this property is smaller and narrower than the side yards and is already wholly occupied by an accessory structure and concrete driveway. ***Standard is met***.

2. **The Variance would be the minimum action necessary to afford relief to the applicant.**

   Allowing the Petitioner to vary the location of the coop is the minimum action necessary to afford relief to the applicant; all other provisions and requirements can still be met by granting this Variance. To place the coop in the rear yard the Petitioner would be required to remove existing structures. In addition, placement of a coop in the rear yard could not meet the setback requirements for chicken-keeping and would require a Variance to that effect instead. ***Standard is met***.

3. **The special conditions and circumstances were not created by any action of the applicant.**

   The lot and existing structures were created prior to the applicant's acquisition of the property in 2019. ***Standard is met***.

4. **Granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

   Due to the location of the property, placement of a coop in the rear yard would be equally visible from public roadways in the rear and side yards. In addition, were the same property addressed on W. Mill Street, instead of S. Livingston, identical placement of the coop would not require a Variance. ***Standard is met***.

5. **The granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

   Granting this Variance would not be detrimental to the public welfare. Placement of a coop in the "side" yard on this property would permit the coop to meet setback requirements, while still providing sufficient space for the appropriate care and wellbeing of the hens. ***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:

1. Motion to establish findings of fact that all **standards for approval of a Special Use are met.**

2. Motion to establish findings of fact that all **standards for a Variance are met** and that carrying out the strict letter of the Code does create hardship for the Petitioner.

3. Motion to recommend **approval of the petition** submitted by Linda Stroh for:
   - A **Special Use Permit** for Chicken-Keeping in the R-2 (Mixed Residence) District, for the property located at 601 S. Livingston Street,
   - and **Variance** to § 44-1011E to allow a chicken coop in a side yard.

Respectfully submitted,
Alissa Pemberton
Assistant 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



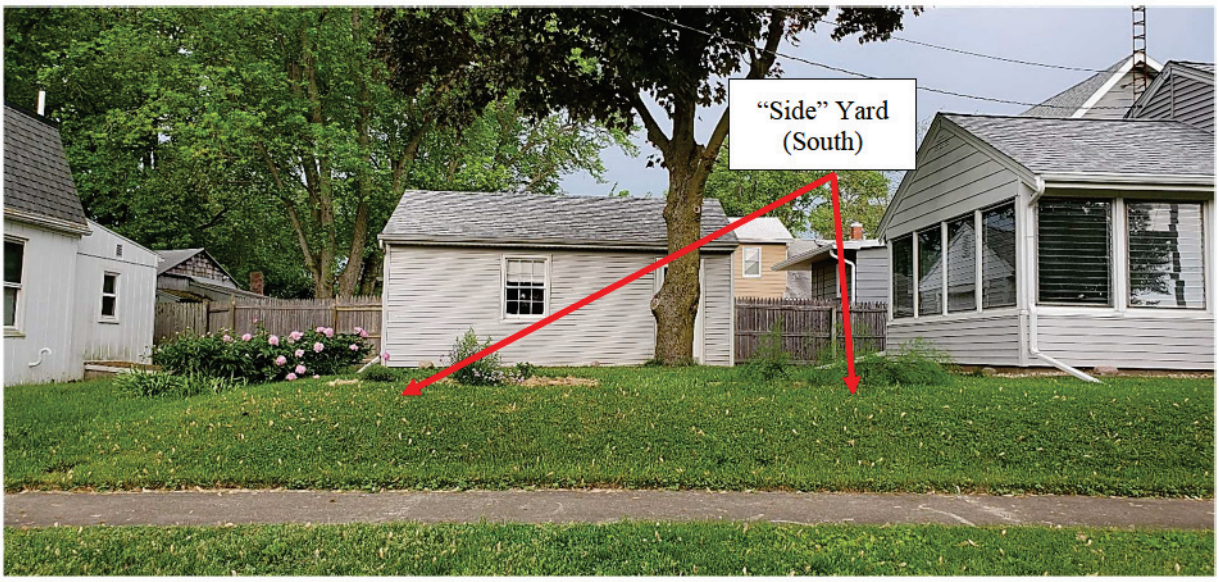
Attachment 2 - Aerial Image(s)



Attachment 3- Ground-Level View(s)







Attachment 4 - Petitioner-Submission - Description of Project

I would like to install a small chicken coop and run to have up to 4 chickens in my yard.

Chickens are good for the ecosystem; I teach a class on zero waste and we need to learn more ways to be more sustainable, whether you live in the City or the Country. I have a garden and instead of me buying a bag of chicken manure I will have my own to use. Chickens eat food scraps so my composting work will decrease. When I get extra produce from my garden I donate it to the mission.

I will keep the food in a covered metal can in the garage because I don't want any "unwelcome guests." My chickens will be contained my yard, there will be no roosters, and the coop will be 10 feet from any property line. I will make sure I do what the regulations say about how to keep them and store their food.

SMALL CHICKEN COOP

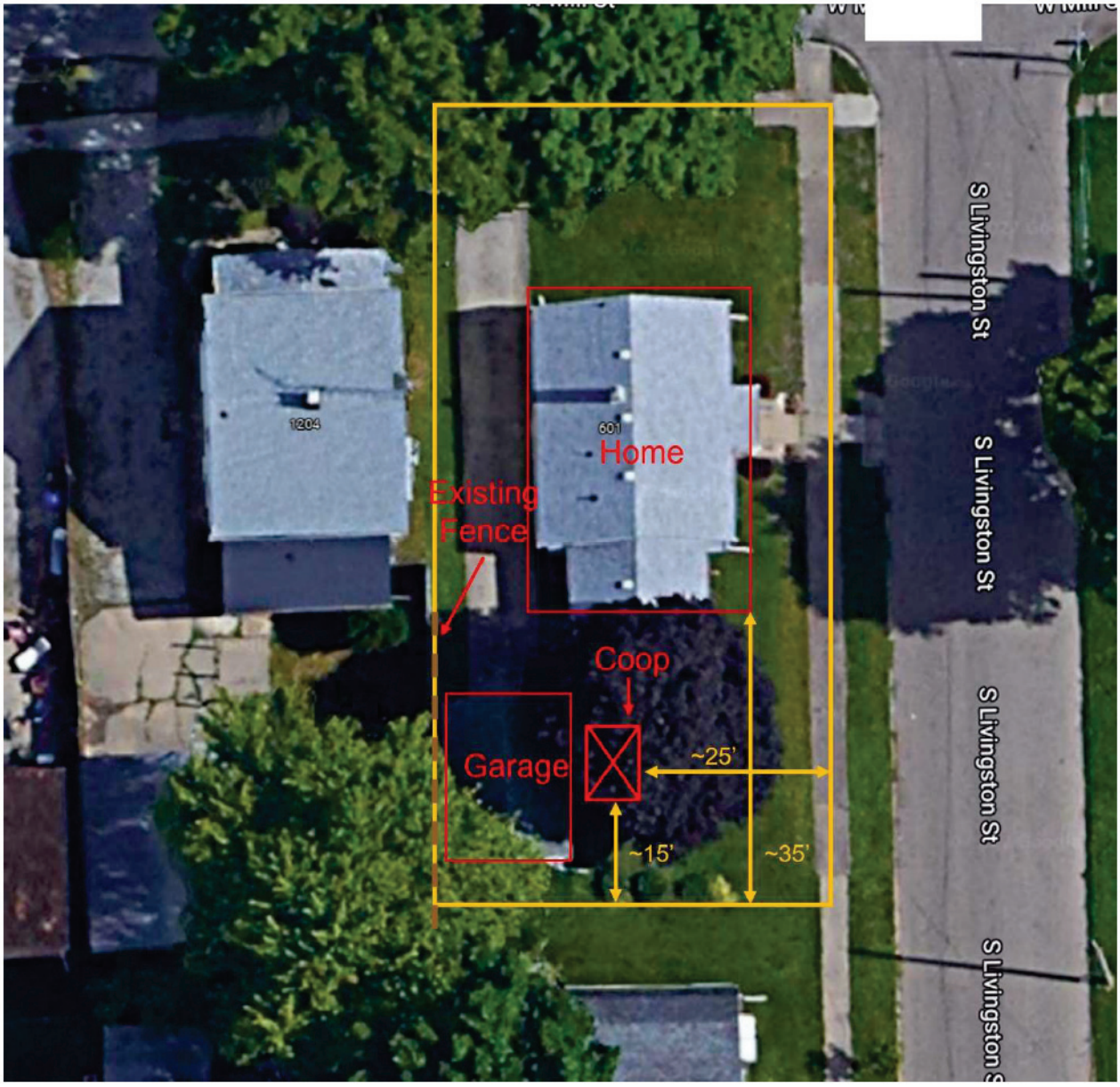


- Houses up to 5 chickens
- 1 Screened window
- 2 Nesting boxes
- 34" L x 45" W x 54 1/2" H
- Kit price: $1,099 (takes approx. 1hr to assemble)
- Assembled price: $1,249 (delivery not included)

Standard features on all chicken coops:

- Screened window(s) which open and close
- Nesting box(es)
- 2 vents (1 on each gable end to let air flow through the coop)
- 2 Roosts
- 1 Chicken door with treated wood ramp
- Flooring and siding has a treated resin
- The roof profile is designed so that rainwater runs off the back of the chicken coop.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



Commissioner Harris made a motion to recommend approval of the petition submitted by Erik Goshorn for a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 217 Magnolia Drive. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this will go to City Council on August 8, 2022.

SP-06-22 Public hearing, review, and action on a petition submitted by Linda Stroh for a Special Use Permit for Chicken-Keeping, with Variance, in the R-2 (Mixed Residence) District, for the property located at 601 S. Livingston Street. PIN: 21-05-462-008. (Ward 6). *Continued from the June 15, 2022, meeting.*

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit with Variance. Staff noted the constraints on the placement of the coop; these constraints are resulting from the lot being a corner lot and the narrowness of the lot. By allowing the petitioner to place the coop in the side yard, as indicated on the site plan, the Petitioner can meet the remaining requirements for the location of the coop.

Ms. Pemberton noted that, due to the continuation from the prior hearing, the Petitioner is unable to attend this evening as she is teaching a course on Zero Waste at Heartland College.

Chair Ballantini asked if coop is entirely enclosed. Staff confirmed that is the case. The Chair expressed concern that the coop would be located close to the street, with no additional fencing between it and Livingston and wanted to clarify that there were no issues with the Code in that context. Staff clarified that the use provisions require an enclosed or fenced area for the keeping of the chickens, but not additional property fencing. Staff stated that the lack of additional fencing is not an issue, per Code.

Chair Ballantini opened the public hearing.

No testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to establish findings of fact that all standards for a Variance are met and that carrying out the strict letter of the Code does create hardship for the Petitioner. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted by Linda Stroh for a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District, for the property located at 601 S. Livingston Street, and Variance to § 44-1011E to allow a chicken coop in a side yard. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this will go to City Council on August 8, 2022.

SP-10-22 Public hearing, review, and action on a petition submitted by Larissa Langellier for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the property located at 2813 Chesapeake Ln. PIN: 15-30-129-005. (Ward 9).

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit. Staff noted existing fencing will screen coop from surrounding properties.

Chair Ballantini asked for clarification that these chickens are already present and how long they have been there. Staff confirmed that this is a case regarding an existing coop but is unsure how long the chickens have been on the property. Staff noted this came to City's attention based upon citizen complaint and a resident who was uninformed about the Special Use Permit requirement associated with Chicken-Keeping.

Chair Ballantini opened the public hearing.

Petitioner, Larissa Langellier (2813 Chesapeake Lane) stated she is requesting this Special Use because she keeps the chickens as emotional support animals. She noted that she has an animal science degree from ISU and is more than capable of raising the chickens. She explained that she has a friend who mentioned that chickens helped her with her mental health, so she looked into them. She and her husband looked through the Zoning Code and did not find that they need a Special Use, only the section on Chicken-Keeping. Ms. Langellier stated that her intent was not to try and get away with anything they were not allowed to do; they sincerely did not realize they needed the Special Use since there is nothing in the Chicken-Keeping section of the Code that indicates that.

Ms. Langellier explained that she designed the coop herself, her husband built it. She discussed the mental and emotional benefits the chickens provide to her and her family. She hates bugs and the chickens help with that as well. They use chicken waste for fertilizer for garden. They spoke with neighbors before getting chickens and they were all supportive. They provide free

CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 9

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the Property Located at 2813 Chesapeake Lane, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 5. Great Place - Livable, Sustainable City
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Petitioner, Larissa Langellier, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 2813 Chesapeake Lane.

Summary of Request:

1. Lawful continuation of Chicken-keeping with a chicken coop and fenced enclosure in the rear yard, to keep no more than four egg-laying hens.
2. The proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines.
3. The Petitioner will store the food in sealed containers and treat the hens to deter pests, including mites, lice, flies, and rodents.
4. No roosters or chickens for slaughter will be kept.

On Wednesday, July 20, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Friday, July 1, 2022 and courtesy notices were mailed to 87 property owners 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: The Special Use contributes to Goal HL-5.1 Encourage local food production) and Goal HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 4B Ordinance SP-10-22
E&CD 4C Staff Report SP-10-22
E&CD 4C ZBA DRAFT Minutes SP-10-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 2813 CHESAPEAKE LANE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for the keeping of chickens, for the property located at 2813 Chesapeake Lane, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a 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 petition; 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 into and made a part of this Ordinance as though fully set forth herein;

Section 2. That the Special Use Permit for Chicken-Keeping, for the property at 2813 Chesapeake Lane, legally described in Exhibit "A", is hereby approved;

Section 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in

pamphlet form as provided by law;

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

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

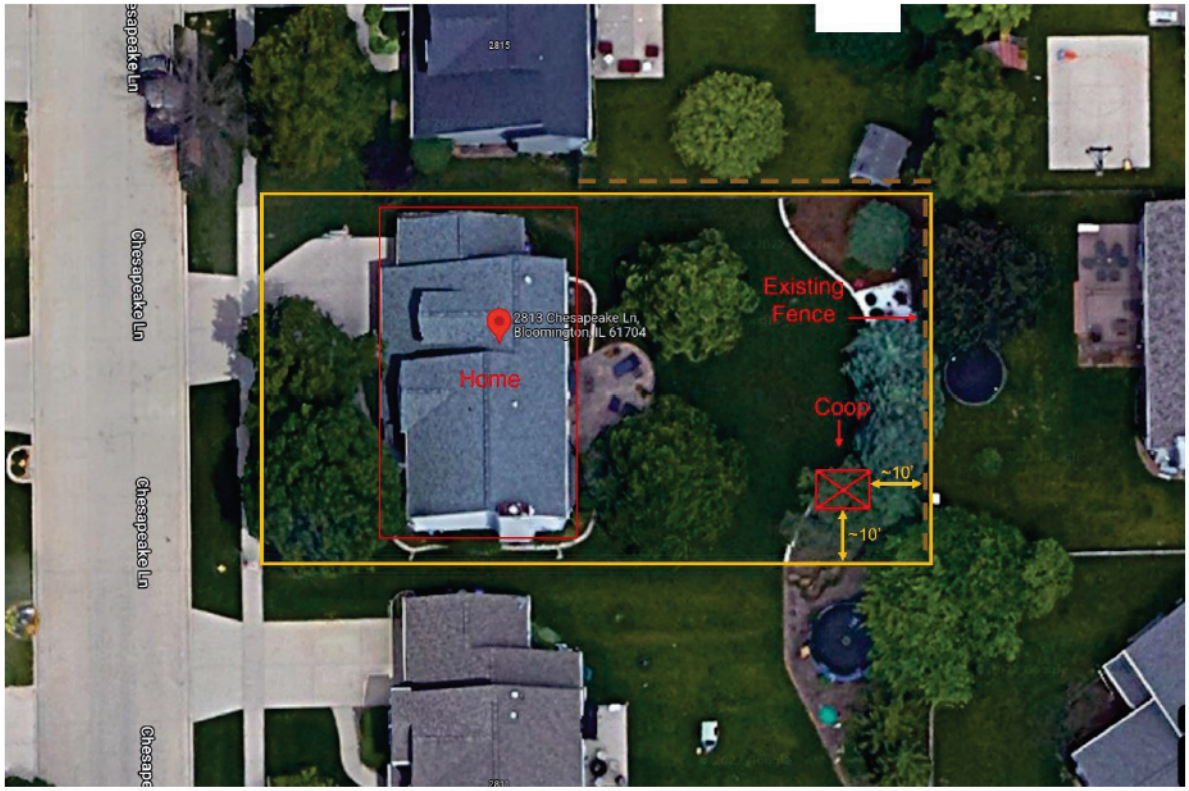
Legal Description

LOT 37 EAGLE CREST NORTH

PIN: 15-30-129-005

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	July 20th, 2022
CASE NO:	SP-10-22, Special Use Permit for Chicken-Keeping
REQUEST:	Public hearing, review and action on a petition submitted by Larissa Langellier for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the property located at 2813 Chesapeake Ln. PIN: 15-30-129-005.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-1C (Single-Family Residence), 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.

The Petitioner erected a chicken coop and fenced enclosure in her backyard to keep chickens as companion animals and was subsequently informed by Code Enforcement that chicken-keeping requires a Special Use Permit in the City of Bloomington. The Petitioner submitted an application for the subject permit by the following deadline and seeks to lawfully continue chicken-keeping as an accessory use on her property.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Friday, July 1, 2022. Courtesy notices were mailed to 87 property owners within 500 feet of the subject property. A notice of public hearing sign was placed on the property at least 15 days prior to the hearing.

ANALYSIS

Property Characteristics:
The property at 2813 Chesapeake Lane consists of 0.2 acres of land located south of Fort Jesse Road in the Eagle Crest North Subdivision. It is improved with a single-family home and attached garage. The rear yard of this property, where the coop will be located, is partially screened by a wooden fence on the rear and north sides of the property.

Surrounding Zoning and Land Uses:

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

Description of Current Zoning District:
The R-1C (Single-Family Residence) District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. (§ 44-401C).

Subject Code Requirements:
§ 44-402B. "Allowed Uses Table" indicates Chicken Keeping is permitted as Special Use in the R-1C District.

§ 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, 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.
B. On lots greater than one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens plus one additional chicken per half acre in excess of one acre 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 Board of Zoning Appeals (ZBA) shall hold at least one administrative 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 to allow Chicken-Keeping in the R-1C (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. The Petitioner

intends to store the food in sealed containers and treat the hens with Elector PSP to deter pests, including mites, lice, flies, and rodents. 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 will be partially screened from the public roadway by structures. The property is bordered by fencing to the north and east, as well as evergreen tree coverage on the rear (east). The Special Use would also 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 proposed location of the coop meets the minimum setback requirements of 10 feet from the side and rear property lines. 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-1C (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 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:

1. Motion to establish findings of fact that all standards for approval of a Special Use Permit **are met**.
2. Motion to recommend **approval** of the petition submitted by Larissa Langellier for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the property located at 2813 Chesapeake Lane.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

Attachments:

1. Zoning Map
2. Aerial Image(s)
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(s)







Attachment 4 - Petitioner-Submission - Description of Project

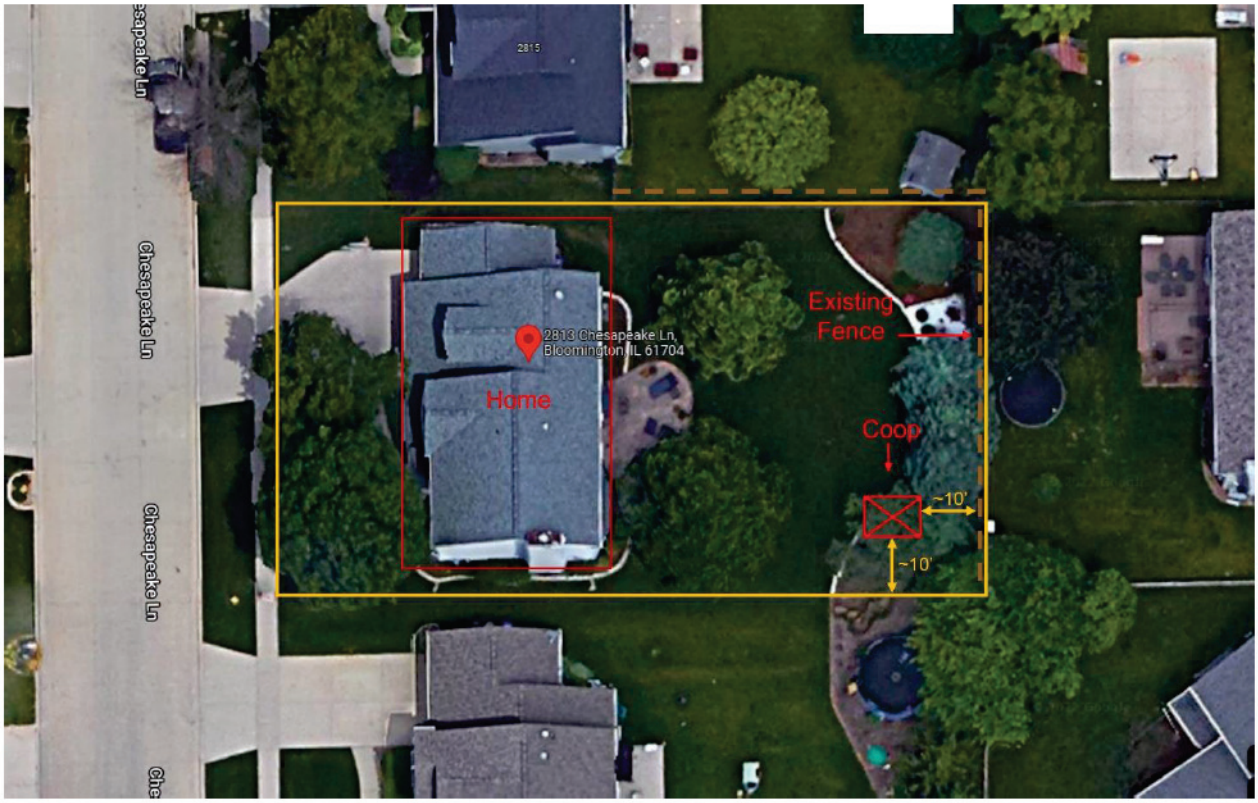
Build new chicken coop to house and care for chickens to be used as emotional support animals. Plan to put up 12' x 8' chicken coop on southeast corner of property, 10' from property lines with permission from neighbors as a courtesy.

The proposed project will pose no danger to the public. The structure includes solid enclosure as well as extra wire containment so that no birds will escape and predators cannot enter. In the unlikely scenario that chickens should escape, they pose no threat to citizens.





Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted by Linda Stroh for a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District, for the property located at 601 S. Livingston Street, and Variance to § 44-1011E to allow a chicken coop in a side yard. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this will go to City Council on August 8, 2022.

SP-10-22 Public hearing, review, and action on a petition submitted by Larissa Langellier for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the property located at 2813 Chesapeake Ln. PIN: 15-30-129-005. (Ward 9).

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit. Staff noted existing fencing will screen coop from surrounding properties.

Chair Ballantini asked for clarification that these chickens are already present and how long they have been there. Staff confirmed that this is a case regarding an existing coop but is unsure how long the chickens have been on the property. Staff noted this came to City's attention based upon citizen complaint and a resident who was uninformed about the Special Use Permit requirement associated with Chicken-Keeping.

Chair Ballantini opened the public hearing.

Petitioner, Larissa Langellier (2813 Chesapeake Lane) stated she is requesting this Special Use because she keeps the chickens as emotional support animals. She noted that she has an animal science degree from ISU and is more than capable of raising the chickens. She explained that she has a friend who mentioned that chickens helped her with her mental health, so she looked into them. She and her husband looked through the Zoning Code and did not find that they need a Special Use, only the section on Chicken-Keeping. Ms. Langellier stated that her intent was not to try and get away with anything they were not allowed to do; they sincerely did not realize they needed the Special Use since there is nothing in the Chicken-Keeping section of the Code that indicates that.

Ms. Langellier explained that she designed the coop herself and her husband built it. She discussed the mental and emotional benefits the chickens provide to her and her family. She hates bugs and the chickens help with that as well. They use chicken waste for fertilizer for garden. She stated that they spoke with neighbors before getting chickens and they were all supportive. They provide free eggs to neighbors which the neighbors like. As a family, they

strive to be zero waste and the chickens are a means to help achieve this as they eat food scraps.

Chair Ballantini asked if Petitioner has named them. Ms. Langellier responded that they had named them, as well as the coop, and indicated their naming convention.

Chair Ballantini asked how long they have had their chickens. The Petitioner explained they had gotten them in March of 2022, the coop was built in April. They hatched the chickens themselves so the kids could go through the "chick it out" program and learn about hatching.

Gail Morrow (2819 Chesapeake Lane) Stated that she is a retired mental health professional so she understands the need for emotional support animals, but wishes the Petitioner had picked something other than chickens. She is not interested in having chickens raised in her neighborhood and has concerns about odor. She stated that there are increasing predators in the area, and she is concerned that chickens will only increase this problem.

Chair Ballantini asked if she has noticed any smells since April when the Petitioner reports getting the chickens. Ms. Morrow stated she had not noticed any associated smell.

Chair Ballantini asked if the Petitioner would like to respond. Ms. Langellier noted that they aware of the common concern regarding smells associated with chickens. They have a method for keeping smell down that involves careful composting. Regarding predators, they have built the coop in a manner to make it predator proof by continuing the coop wiring into the ground to prevent burrowing animals from accessing it. In addition, they keep their back lights on at night to dissuade nocturnal predators. They have not experienced any issues with predators and believes they would have experienced this already, if they were going to.

Commissioner Harris noted that the number of predators within the city have been increasing for years as we encroach on their land, but the Petitioner seems to have addressed this issue adequately.

Chair Ballantini noted that he has also seen more predators in his neighborhood over time.

No additional testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted by Larissa Langellier for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District for the property located at 2813 Chesapeake Lane. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this will go to City Council on August 8, 2022.

Chair recessed board for a 5-minute break, to return at 5:21pm.

Chair called the meeting back to order at 5:25pm.

Staff asked for a roll call vote of attendance.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). All were present.

SP-07-22 Public hearing, review, and action on a petition submitted by Jose Aguas for a Special Use Permit for Personal Care Services (Nail Care) in the R-D (Downtown Neighborhood Residence) District for the property located at 701 E. Washington Street. PIN: 21-04-433-001. (Ward 1).

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit. The Petitioner is asking to continue the operation of an existing business, seeking to make it lawfully operated. The salon operates by appointment only, in the front half of the first floor. The rest of the building consists of existing rental units; none of the residential units enter through the same entrance as the salon. Staff noted that legal on street parking is allowed on Clayton, in addition to the provision of sufficient off-street parking provided by the subject property. Ms. Pemberton also noted that the existing signage would need to be reviewed and permitted if the Special Use is approved.

Chair Ballantini asked how long the salon has been in operation at this location. Staff stated the petitioner could better speak to that, as they had become aware of the use because of a Code Enforcement case.

Chair Ballantini opened the public hearing.

Petitioner, Jose Aguas (611 W. Oakland) stated he is requesting is Special Use because he was operating a nail business at another location and the rent went up significantly. The Petitioner already owned the building at 701 Washington Street, so this is a means to save on rent and continue the operation of his business. The Petitioner stated that the shop is isolated from the other units with the heating and cooling and fire safety has been addressed. The salon operates usually one client at a time, by appointment only. He states his insurance and permits are all up to date.

Chair Ballantini asked how long the Petitioner had been conducting business in this location. Mr. Aguas replied that it has been about 2.5 months; he was previously at 2401 E. Oakland.

CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for a Rooming House, with Variance, in the R-2 (Mixed Residence) District, for the Property Located at 709 Douglas Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 4b. Upgraded quality of older housing stock

BACKGROUND: The Petitioner, Clem Properties, LLC, is requesting approval of a Special Use Permit for a Rooming House for the property located at 709 Douglas Street, with a variance to the Use Provisions to omit screening along the rear of the off-street parking area.

Summary of Request:

1. Creation of a four-room Rooming House to provide short-term rental for traveling professionals.
2. The proposed use is consistent with the existing character and intensity of use in the vicinity.
3. Lot area, access, and off-street parking meet the requirements of the Code for the proposed use.
4. Lighting added to the rear porch to illuminate the parking area will be shielded and directed to protect adjacent lot or lots across the alley from direct or reflected glare.
5. The variance to omit screening along the rear of the parking area reduces the impact to access for adjacent residents.

On Wednesday, July 20, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit with a variance to § 44-1019C(2) to not require the off-street parking to be screened along the rear of the property, and the condition that any exterior lights installed on the rear of the property shall be so shielded and directed as to protect adjacent lot or lots across the alley from direct or reflected glare, and voted 6-0 to recommend approval of the Special Use Permit to the City Council.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft Zoning Board meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the

hearing in *The Pantagraph* on Sunday, May 29, 2022 and courtesy notices were mailed to 144 property owners 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**: The Special Use contributes to Goal H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 6B Ordinance_SP-03-22
E&CD 6C Staff Report SP-03-22
E&CD 6D ZBA DRAFT Minutes SP-03-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A ROOMING HOUSE, WITH VARIANCE, IN THE R-2 (MIXED RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 709 DOUGLAS STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Rooming House, with a variance to omit screening along the rear of the off-street parking area, for the property located at 709 Douglas Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a 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 petition; 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 § 44-1019, and the standards for granting approval of a variance found in § 44-1708; 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 into and made part of this Ordinance as though fully set forth herein;

Section 2. That a Special Use Permit for a Rooming House in the R-2 (Mixed Residence) District, for the property located at 709 Douglas Street, is hereby approved with a variance to § 44-1019C(2) eliminating the requirement that off-street parking be screened along the rear of the property, and with the condition that any exterior lights installed on the rear of the property be so shielded and directed as to protect adjacent lots across the alley from direct or reflected glare;

Section 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law;

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

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

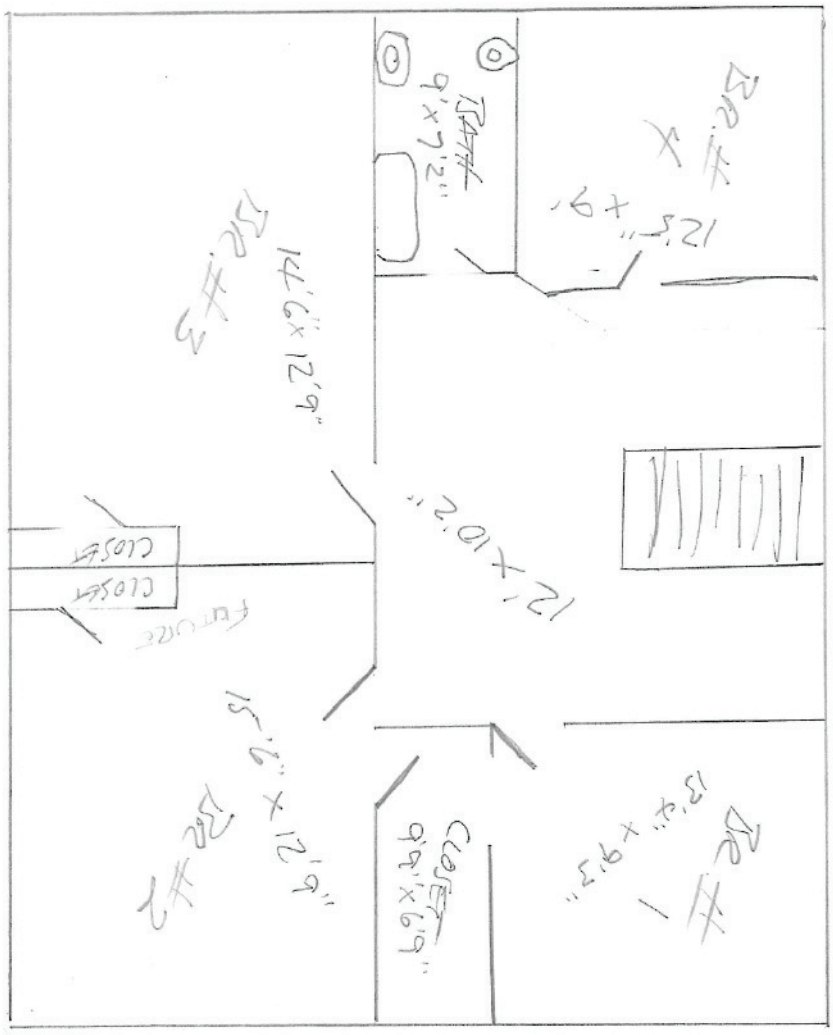
Legal Description

ASSR SUB BLK 4- DIMMETTS 5TH LOT 1

PIN: 21-04-281-015

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	REISSUED: July 20th, 2022 (June 15th, 2022)
CASE NO:	SP-03-22, Special Use Permit Rooming House with Variance
REQUEST:	Public hearing, review and action on a petition submitted by Clem Properties for a Special Use Permit, for a Rooming House in the R-2 (Mixed Residence) District, with Variance, for the property located at 709 Douglas Street. PIN: 21-04-281-015.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow a Rooming House in the R-2 (Mixed Residence) District, per § 44-402B, which lists "Boarding and Rooming Houses" as a Special Use, subject to the Use Provisions of § 44-1019. One Variance from the Use Provision § 44-1019C(2) is requested allow the Petitioner to omit screening along the rear of the off-street parking area.

The Petitioner requests to create a four-room Rooming House to provide short-term rental for traveling professionals.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, May 29, 2022. Courtesy notices were mailed to 144 property owners within 500 feet of the subject property. A notice of public hearing sign was placed on the property for at least 15 days prior to the hearing.

ANALYSIS

Property Characteristics:
The property at 709 Douglas Street consists of 0.16 acres of land located at the southwest corner of N. Clinton Street and Douglas Street, in the Near East neighborhood. It currently holds a two-story brick structure, constructed in 1920, that appears to have been designed as a single-family home, but has been used as professional office space for an extended period of time. City of Bloomington records indicate office use by the American Red Cross in 1975, a Civil Engineering firm in 2002, Arnold Law Offices since 2015, until recent vacancy and sale.

The nearby properties (West of Clinton) are primarily multi-family and converted multi-family properties, interspersed with smaller single-family homes. Across Clinton, single-family and converted multi-family homes become mixed with local commercial. Eight off-street parking spaces are provided on site: two on the West the side of the property on a single-width driveway, and six in a parking area at the rear of the property. The parking area in the rear may be accessed from the East directly off Clinton Street, or from the West via an alley that is used by other properties on the block to access their off-street parking areas.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	B-1 (General Commercial)	Multi-Family Dwelling
South	R-2 (Mixed Residence)	Single-Family Dwelling
East	R-2 (Mixed Residence)	Single-Family Dwelling
West	R-2 (Mixed Residence)	Multi-Family Dwelling

Description of Current Zoning District:

The R-2 (Mixed Residence) District is intended to accommodate development characterized by a mixture of housing types at a high single-family and a low multiple-family dwelling unit density. Densities of up to approximately 13 dwelling units per acre are allowed. This district allows for the conversion of dwelling units in older residential areas of mixed dwelling unit types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization and serves as a zone of transition between lower density residential districts and residential districts that permit greater land use intensity and dwelling unit density.

Subject Code Requirements:

§ 44-402B Allowed Uses Table lists "Boarding and Rooming Houses" as permitted with Special Use Permit.

§ 44-1019 [Ch. 44, 10-19] Group living facilities, boarding and rooming houses, homes for the aged.

A. Location. Agency-Supervised Homes and Agency-Operated Group Homes shall be separated from another facility of the same use by a distance of at least 1,000 feet.
B. Distribution. No more than three Agency-Operated Family Homes shall be located on a block face (both sides of a street between its intersection with two other consecutive streets).
C. Parking.
    (1) Access to off-street parking areas shall not be provided from an alley unless the alley constructed of all-weather pavement and has been designated by the City as one-way.
    (2) Off-street parking shall be fully screened along the rear of the property.
    (3) All parking and maneuvering shall be provided on-site; said parking shall be illuminated with lighting fixtures that comply with § 44-911D and that shall not

increase the intensity of light within 10 feet of a Residential District boundary line by more than 1/2 footcandles.

§ 44-1019D (Table 1019) requires a minimum lot area of 400 square feet per occupant, and minimum lot width of 60 feet.

STANDARDS FOR REVIEW

The Board of Zoning Appeals (ZBA) shall hold at least one administrative 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. The ZBA has the power to authorize variations to the Code where there would be practical difficulties or particular hardships in carrying out the strict letter. Decisions shall be made upon the determination that the Variance meets all of the Standards listed in § 44-1708F and discussed below.

Special Use Permit to allow a Rooming House in the R-2 (Mixed 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 establishment and operation of the Special Use will not be detrimental or endanger public health or welfare. Adjacent properties are primarily high-density multi-family rental properties, in character with the proposed Special Use, or office/commercial properties that would not be impacted by the change in use of this property. General rental requirements and the performance standards applicable to the District will still apply, including those for noise, light, and occupancy. ***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.**

   This Special Use is proposed for establishment on a main transportation corridor, in an already developed area, surrounded by a mix of commercial and residential uses, and serves as a transitional property between the commercial properties to the north and northeast and more traditional single-family housing to the south and west. The properties adjacent to Clinton, between Douglas and Monroe, are zoned R-2 but multiple blocks in each direction north and south are zoned B-1 (General Commercial); this is an area of frequently varying intensity and the properties immedicably adjacent to Clinton Street tend to be equally representative of the character of a B-2 (Local Commercial) District as that of the R-2, including accounting and insurance offices. The proposed Special Use is consistent with the

existing character and intensity of use in the vicinity and will not be injurious to the use and enjoyment of other property in the area. ***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.**

   External structural changes are not proposed that would alter the visual character of the property, or negatively impact the ability of adjacent property owners to use or enjoy their property. Intensity of the use is not dissimilar from that of surrounding properties. This Special Use is supportive of Comprehensive Plan Goal H-1.1: Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. ***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 applicant will be required to acquire any and all appropriate permits for work on the property, and to maintain an active and appropriate account in the rental registry to operate the home as a Rooming House. The total lot area (6,900 square feet) is sufficient to meet the minimum 400 square feet required per occupant (§ 44-1019D), lighting will be added to the rear porch to illuminate the parking area as required (§ 44-1019C(3)), and the parking provided meets the off-street parking requirements (§ 44-1208) for group living uses. Additionally, 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***.

Variance to allow the Petitioner to omit screening along the off-street parking area.

1. **That the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.**

   The parking area for this property has served as a second entrance and turn-around for the alley that runs behind the homes on Douglas, as access to their off-street parking areas. The alley allows only one car at a time, so cars coming off Clinton use the existing parking area at 709 Douglas to pull off to the side if someone else is leaving the alley. Screening this parking area with fencing or landscaping would prohibit the current beneficial use of the lot by nearby residents and would decrease the visibility for drivers turning on/off Clinton. ***Standard is met.***

2. **That the Variance would be the minimum action necessary to afford relief to the applicant.**

   Requiring the applicant to meet the strict letter of the code would also require the applicant to move the access to the parking area to accommodate parking area screening, requiring a new curb cut and reworking of the parking area, or require an alternate Variance to § 44-1019C(1) for access from an alley. ***Standard is met.***

3. **That the special conditions and circumstances were not created by any action of the applicant.**

   The subdivision was platted in 1900 as two lots, half the size of those on the block to the West. The lot formerly known as 506 Clinton held a residence that appears to have had a small off-street parking area on the south side of the home, with approach associated with approach to the alley. In 2016 the Douglas lot which holds the structure was combined with the Clinton lot that now holds the parking area, creating a lot more in character with the rest of the block, with rear alley access to the additional parking area and use of the wider-than-normal approach for the ally as the "curb cut" for the rear drive access to this property. ***Standard is met.***

4. **That granting the variation request will not give the applicant any special privilege that is denied to others by the Code.**

   The intent of the provision requiring screening along the entire rear of the parking area is to protect adjacent properties—which are used to living next to single-family or low-intensity residential uses—from the visual and audible impact of changes to the timing and frequency of traffic in the parking area. Were this property developed into two-family or multiple-family dwelling, also permitted in the R-2 District, no screening would be required for the parking area. However, this location has experienced traffic associated with the coming/going of an entire block worth of residential traffic for decades and the parking area has not been screened for the

duration of the property's use as an office building. Granting this Variance will not give the applicant any special privilege denied to others. ***Standard is met***.

5. **That the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.**

   Granting this Variance would not be detrimental to the public welfare; it would continue to allow beneficial access and use by the nearby residents, while maintaining good lines of sight for motorists coming on/off Clinton and pedestrians walking south along that side of the road. In addition, the parking area has been in existence, without screening, for an extended time. Lighting installed on the rear of the property will be focused to provide security and visibility, without creating a nuisance for the neighbors to the rear of the property, as required by § 44-911D; a condition is recommended to codify this intent. ***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:

1. Motion to establish findings of fact that all **standards of approval for a Special Use are met.**
2. Motion to establish findings of fact that all **standards for a Variance are met** and that carrying out the strict letter of the Code does create hardship for the Petitioner.
3. Motion to recommend **approval of the petition** submitted by Clem Properties for:
   - A **Special Use Permit** for a Rooming House in the R-2 (Mixed Residence) District for the property located at 709 Douglas Street,
   - with a **Variance** to § 44-1019C(2) to not require the off-street parking to be screened along the rear of the property,
   - and the **condition** that any exterior lights installed on the rear of the property shall be so shielded and directed as to protect adjacent lot or lots across the alley from direct or reflected glare.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

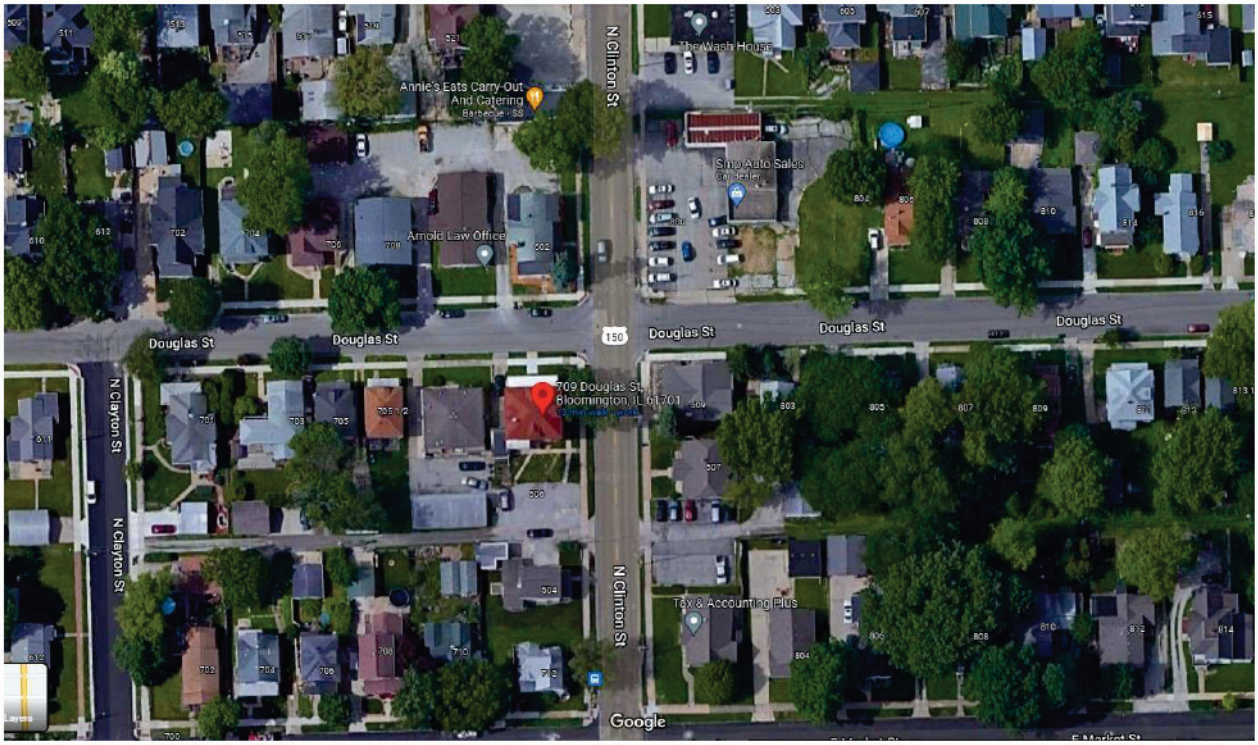
Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)







Attachment 4 - Petitioner-Submission - Description of Project

I want to create a Rooming House to supply housing for travel nurses and other professionals intown on a temporary basis. I plan to provide shared cooking and eating areas, an exercise area, onsite parking, and private sleeping facilities for up to 4 unrelated people.

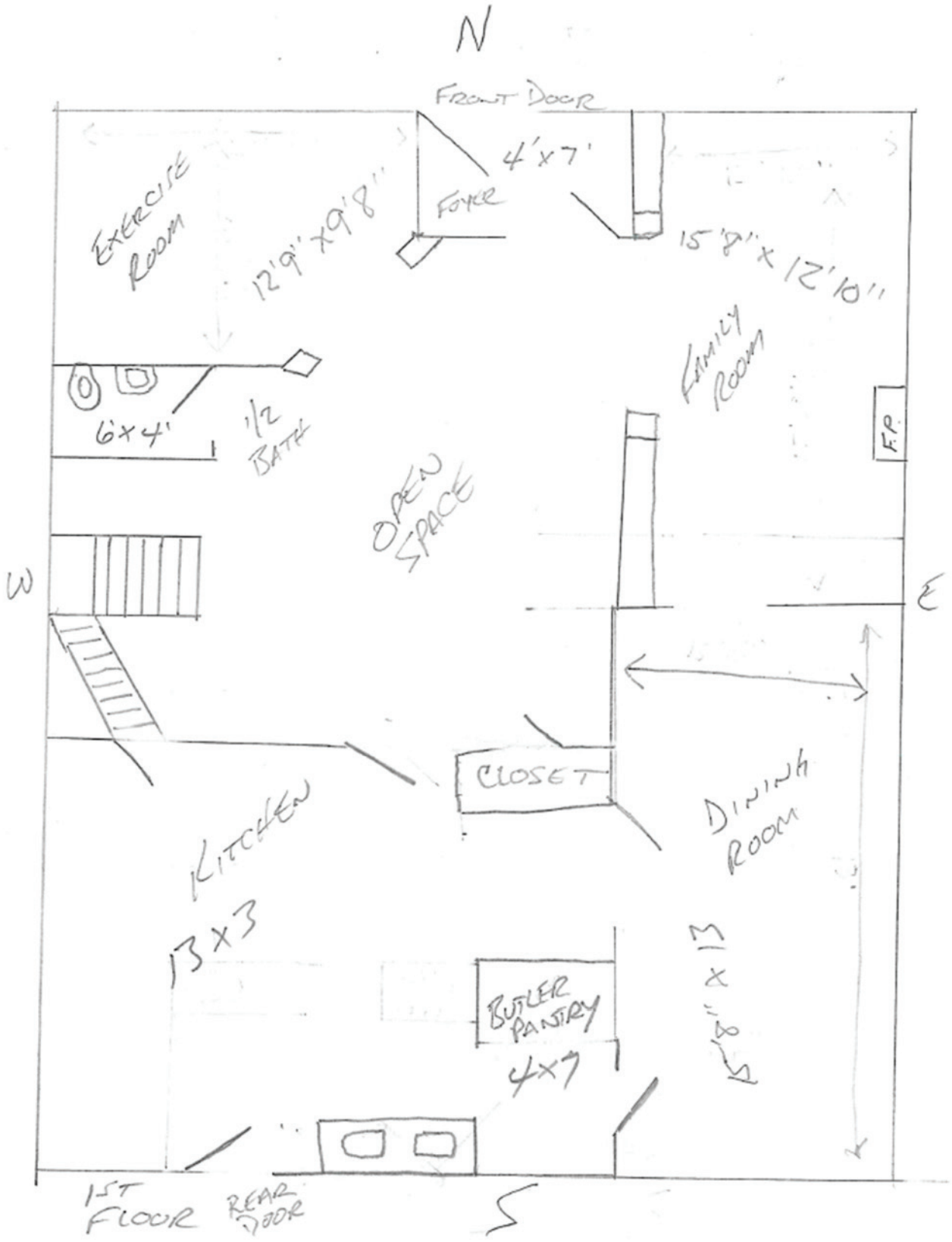
The structure itself is sound and will have modern kitchen and bath amenities installed. I hope to have on-site management or supervision of remaining rental rooms to keep the facility clean and managed indoors. I live in town so I can look at the property on a regular basis and having active tenants will help make sure the property remains in good condition.

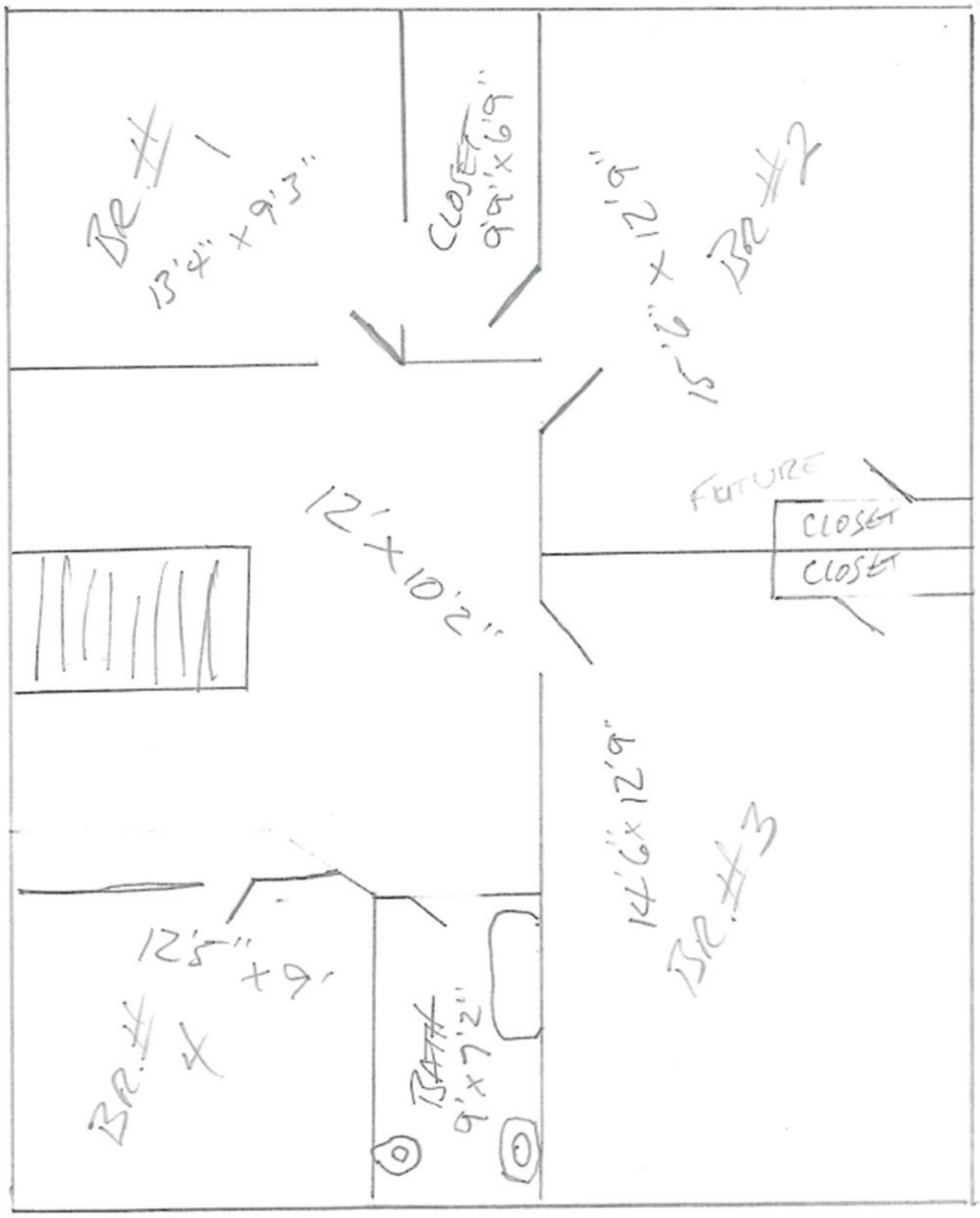
Having to frequently market and get the property ready for the next tenant means maintenance and keeping the property attractive is important. Safety is important to professionals living on the road too, so there are incentives to have a well-lit, safe, sound environment.

Very few modifications are proposed for the house; existing roads, parking, and utilities will be used. I don't expect to have a negative impact on the neighbors, and I won't be doing anything that would keep our neighbors from using their property.

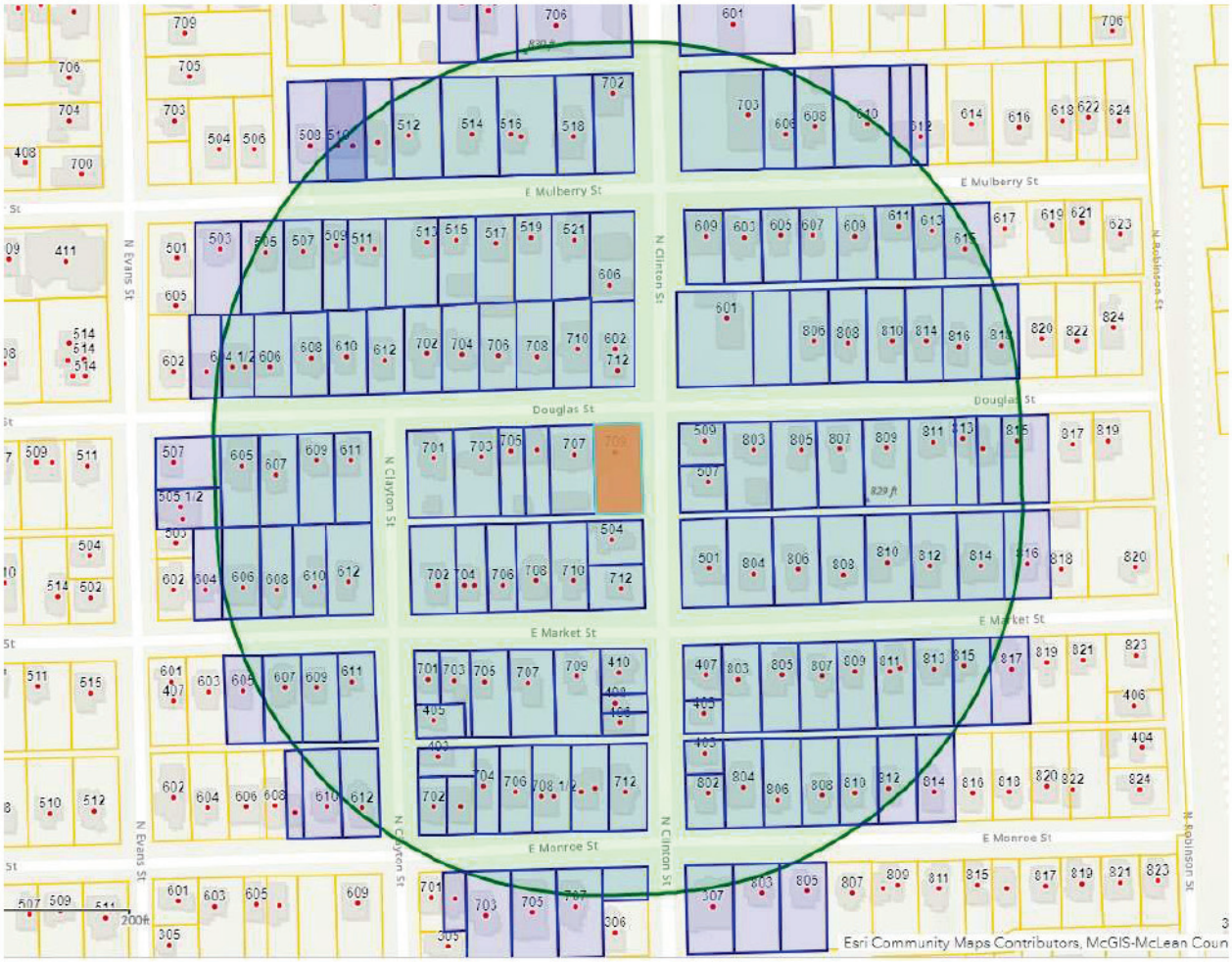
Six off-street parking spaces are already behind the home where you come off Clinton. Two additional parking spaces are in the driveway off Douglas Street. All appropriate building permits will be acquired. I keep our other rental properties registered and will register this one as appropriate.

Attachment 5 - Petitioner-Submission - Site Plan




BR. #1
13'4" x 9'3"
CLOSET
9'9" x 6'9"
15'-6" x 12'9"
BR. #2
FUTURE
CLOSET
CLOSET
12' x 10'2"
14'6" x 12'9"
BR. #3
12'5" x 9'
BR. #4
BATH
9' x 7'2"

Attachment 6 - Neighborhood notice map



Ms. Pemberton noted that Mr. Noonan was excused from attending in person and was present virtually, per City Code § 2-402B(2)(a) that permits virtual attendance for personal illness or disability.

Commissioner Harris made motion to allow Mr. Noonan to attend and participate remotely. Seconded by Commissioner Straza. Roll call vote was taken, Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, and Chair Ballantini - Yes. (5-0). Motion was approved.

PUBLIC COMMENT

Chair Ballantini opened the floor for public comment, reminding attendees that public comment is typically reserved for items not on the agenda.

There was no public comment.

MINUTES

Ms. Pemberton noted a spelling error at the top of page 3 of the minutes from May 18, 2022

Commissioner Harris motioned to approve the minutes from May 18, 2022, regular Zoning Board of Appeals meeting. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris motioned to approve the minutes from June 15, 2022, regular Zoning Board of Appeals meeting. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

REGULAR AGENDA

Ms. Pemberton provided a short overview of the process that Planning and Code Enforcement work through when a citizen complaint is received regarding activities that require a Special Use Permit.

The Board did not have any questions for staff related to the process.

Chairperson Ballantini provided a general overview of the process of how a case is heard, reviewed and voted on by the Board.

SP-03-22 Public hearing, review, and action on a petition submitted by Clem Properties, LLC, for a Special Use Permit for a Rooming House, with Variance, in the R-2 (Mixed Residence) District, for the

property located at 709 Douglas Street. PIN: 21-04-281-015. (Ward 4). *Continued from the June 15, 2022, meeting.*

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit, with Variance. She noted that the property was likely originally built as single-family residential but has been used for commercial purposes for a considerable period of time. Staff provided clarification on the use and terminology of "Rooming House," as defined in the City's Zoning Code, to distinguish it from other similar uses which would require different permits. Staff noted there is no "Agency" associated with the proposed use of this property. The petitioner is wanting to use this for short-term rental purposes.

Staff highlighted the Variance request and reasoning behind request, with a recommendation for approval of the Variance request. Staff identified the current parking provided, and the unique characteristics associated with it.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

Petitioner, Kenny Clem (2510 Bunn Street), stated his intention for buying the property was as a self-managed investment property. The purpose for this type of rental is to accommodate traveling nurses and other professionals that are in the area; the idea came out of a trip to the hospital with his wife, and conversations they had with travel nurses, and then further from conversations with people who have come into his business.

Commissioner Harris asked for clarification on the number of bathrooms to be provided. Mr. Clem stated that there is one half bath on the ground floor and will be one full bath on the upper floor.

Commissioner Harris asked whether a closet would be provided for in the 4th bedroom. Clem stated there is one planned for the corner that was not included in the initial site plan.

Chair Ballantini asked how long has owned property. Mr. Clem stated that he has owned the property for a few months.

Chair Ballantini asked if owned other rental property and if he was property manager. Mr. Clem explained that he owns multiple other rental properties in town and personally manages them all, in addition to his business down the street, Annie's Eats. The Chair asked if he has had any complaints regarding his other rental properties; Mr. Clem stated he has not. The Chair asked if he would be personally managing this property; Mr. Clem stated he would be.

Chair Ballantini asked if spoken with the neighbors of the property. Mr. Clem stated that he sent a letter to the owner of the property to the rear and did not receive a response. He wanted to discuss the requirement of fencing or screening along the rear of the property because putting it there would impede the flow of the traffic as the other residents on the block use it now and might cause them issues with being able to see on Clinton.

Chair Ballantini asked if spoke to any other neighbors. Mr. Clem stated that he has spoken to some of the next-door tenants, and they did not have objections.

Chair Ballantini asked about placing a fence at the rear of the parking area, as required by the Special Use Provisions. Mr. Clem stated that he is open to placing a fence there, if required, but he has concerns about the ability of drivers coming on and off Clinton Street to easily view the alley that they use for access.

Chair Ballantini asked about the lighting Mr. Clem will be required to install. Mr. Clem stated it will be pointing down and not towards neighboring homes and is planned for operation from dusk to dawn.

The Board had no additional questions for the Petitioner.

Marty Siegel (615 E. Chestnut) spoke in opposition to the petition. Ms. Siegel stated that she has lived in her home for 40 years. She discussed her belief that zoning changes and special uses, particularly related to apartments and their impacts, are significant and warrant attention. She has a written list of her concerns.

Mr. Boyle stated that written statements from those testifying should have been provided to the applicant in advance to permit them time to rebut; the written statement may not be admitted as evidence, but the speaker may summarize the statement provided to give the applicant and the Board an opportunity to hear her testimony.

Chair Ballantini asked Ms. Siegel to summarize her statements.

Ms. Siegel stated that her objection to this petition is not an objection to Mr. Clem himself; she appreciates Annie's Eats and the Clem's contributions to the neighborhood. Her objection to this petition is related to change in future ownership and use. Ms. Siegel stated that Rooming Houses are usually grouped with Agency Operated Group Homes and Agency Supervised Homes, and she is worried that in the future, an agency or future owners could use this as a Group Home or something similar. She feels that granting this Special Use will undermine the character of the neighborhood. She stated that the property has been commercially used which has had little impact on the neighborhood and believe that uses like Rooming Houses are a way to increase residential density in the neighborhood, which has a major impact. She stated that the alley behind the property is used for ingress and egress to the properties on the block and she is concerned about that, even though the prior businesses did the same. Ms. Siegel noted the intent of the R-2 District includes "conversion of dwelling units in older residential areas…to extend the economic life of these structures," but does not believe this building is in need of being saved, as it is in great condition and could be useful for something else, other than a Rooming House. Ms. Siegel states that the Petitioner has not presented a hardship if this Petition is denied. Ms. Siegel believes that owner-occupants are what is needed in the central city. She noted there all already many apartments in the area so there is no need for this type of residential development. Ms. Siegel's primary concern is how this Special Use could tip the nature of the neighborhood, and she has concern over the precedent this could set in this neighborhood and others.

The Commissioners had no questions for Ms. Siegel.

Chair Ballantini asked the Petitioner if he would like to respond.

Mr. Clem noted that his goal for the 4th bedroom would be to find an individual who would reside, long-term, in the property to manage and maintain it so that someone would be on-site daily. Mr. Clem addressed the concern of the property being bought for investment purposes, and explained that is why he purchased the property, and is not able to control who may purchase the property from him when he retires in 20 years or so.

Chair Ballantini asked if anyone else was present to speak on this Petition. Staff noted that there were attendees at previous meeting, when this case was continued due to lack of quorum, who had attended to speak on this matter, but after speaking with staff their concerns have been addressed and they are not in attendance this evening. No additional testimony was received on this Petition.

Chair Ballantini reminded the public that to provide testimony, for or against, on any Variance or request before the ZBA that it must be in person to be considered testimony. Written comments do not go into the record.

No additional testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use are met. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Chairperson Ballantini made a motion to establish findings of fact that all standards for a Variance are met and that carrying out the strict letter of the Code does create hardship for the Petitioner. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted by Clem Properties for: A Special Use Permit for a Rooming House in the R-2 (Mixed Residence) District for the property located at 709 Douglas Street, with a Variance to § 44-1019C(2) to not require the off-street parking to be screened along the rear of the property, and the condition that any exterior lights installed on the rear of the property shall be so shielded and directed as to protect adjacent lot or lots across the alley from direct or reflected glare. Mr. Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this recommendation will go to City Council on August 8, 2022.

SP-04-22 Public hearing, review, and action on a petition submitted by Danielle King for a Special Use Permit for Chicken-Keeping in the R-1C (Single-Family Residence) District, for the property located at 19 Aberdeen Way. PIN: 14-36-177-023. (Ward 5). *Continued from the June 15, 2022, meeting.*

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit to allow Ms. King to lawfully continue to keep her existing chicken coop.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

Petitioner, Danielle King (19 Aberdeen Way) stated she is requesting the Special Use Permit because they previously lived in Charleston where they had about 50 chickens. Their children have grown up raising chickens and it provides her children an understanding of where their food comes from. They are familiar with how to raise chickens. Ultimately, she wants to teach children sustainability.

Chair Ballantini asked about lighting associated with the coop. Ms. King explained that they do not use heat lamps, as they are an unnecessary fire hazard that can cause unnatural laying tendencies. They use heat panels which do not have any associated light.

Chair Ballantini asked if the Petitioner has spoken to her neighbors about the Petition. Ms. King stated that she has spoken with a number of them, including those directly behind the house whose children like to watch the chickens; they are in favor, as well as others she has spoken with.

Keith Moldovan (41 Aberdeen Way) Stated that when neighbors began receiving the notices about the hearing they started talking about the petition, he reached out to the Petitioner to discuss. He feels confident the Petitioner knows what she is doing regarding the raising of chickens, most of the neighbors know each other and think the idea is pretty neat. He stated that he has not spoken to anyone against the petition.

Chair Ballantini asked if he had spoken with anyone not in favor. Mr. Moldovan stated he has not spoken with anyone who was not in favor.

No additional testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for Personal Care Services in the R-D (Downtown Neighborhood Residence) District, for the Property Located at 701 E. Washington 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 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
Objective 3a. Retention and growth of current local businesses
Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

BACKGROUND: The Petitioner, Jose Aguas, is requesting approval of a Special Use Permit for Personal Care Services (Nail Care), for the property located at 701 E. Washington Street.

Summary of Request:

1. Lawful continuation of a personal care service (nail salon) on the lower floor of a converted single-family home, owned by the Petitioner.
2. No external changes to the building are planned related to the proposed use.
3. The proposed use is consistent with the existing character and intensity of use in the vicinity.
4. Access and off-street parking meet the requirements of the Code for the proposed use.

On Wednesday, July 20, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Friday, July 1, 2022 and courtesy notices were mailed to 78 property owners 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**: The Special Use contributes to Goal N-1.1d (Identify opportunities for mixed-use development and encourage such development) and Goal ED-4.3a (Explore land use opportunities for retail, office and neighborhood shopping in residential areas) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 7B Ordinance
E&CD 7C Staff Report SP-07-22
E&CD 7D ZBA DRAFT Minutes SP-07-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR PERSONAL CARE SERVICES IN THE R-D (DOWNTOWN NEIGHBORHOOD RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 701 E. WASHINGTON STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for Personal Care Services, for the property located at 701 E. Washington Street, legally described in Exhibit "A", hereinafter referred to as "Property", attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a site plan, illustrated in Exhibit "B", hereinafter referred to as "Plan;" and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said petition; 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

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 into and made a part of this Ordinance as though fully set forth herein;

Section 2. That the Special Use Permit for Personal Care Services, for the property at 701 E. Washington Street, legally described in Exhibit "A", is hereby approved.

Section 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

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

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

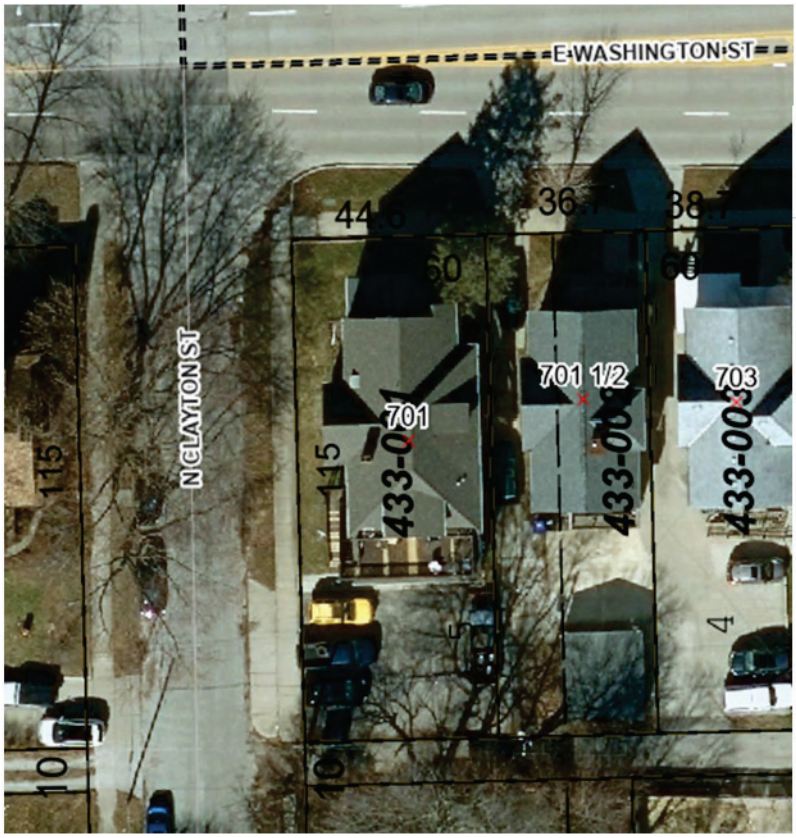
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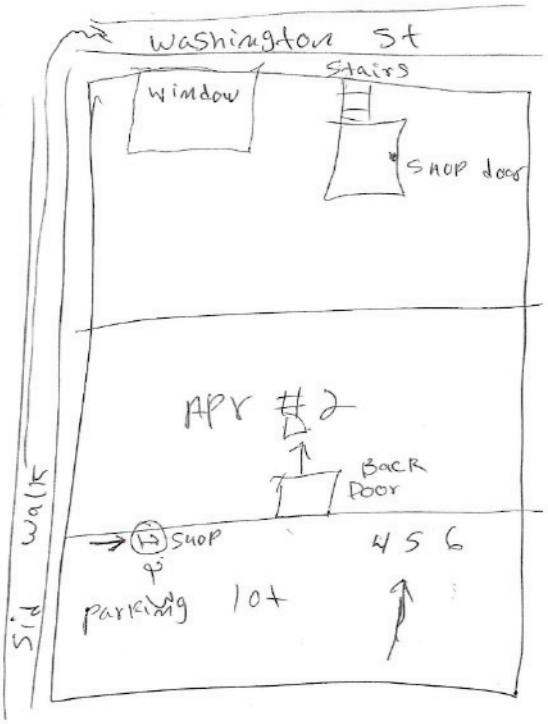
DIMMITTS ADD W44.6' LOT 5 BLK 3

PIN: 21-04-433-001

EXHIBIT B

Site Plan





ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	July 20, 2022
CASE NO:	SP-07-22, Special Use Permit for Personal Care Services
REQUEST:	Public hearing, review and action on a petition by Jose Aguas for a Special Use Permit for Personal Care Services (Nail Care) in the R-D (Downtown Neighborhood Residence) District for the property located at 701 E. Washington Street. PIN: 21-04-433-001.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow Personal Care Services (Nail Care), per § 44-402B, which indicates that "Personal Care: Barber Shop, Beauty Salon, Day Spa, etc" uses require a Special Use Permit in the R-D (Downtown Neighborhood Residence) District. No variations to the code are requested.

The Petitioner desires to operate a nail salon in the front half of the lower floor of a converted single-family home. The salon existed previously at another location.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Friday, July 1, 2022. Courtesy notices were mailed to 78 property owners within 500 feet of the subject property. A notice of public hearing sign was placed on the property at least 15 days prior to the hearing.

ANALYSIS

Property Characteristics:
The property at 701 E. Washington Street consists of 0.12 acres of land located at the southeast corner of E. Washington Street and N. Clayton Street, two blocks from the Central Business District, in the Dimmitt's Grove neighborhood. The property has been improved with a single-family home constructed around 1886 and converted to multi-family property many years ago; it is currently owned and operated as a rental property by the Petitioner. The

property holds three currently licensed residential two-bedroom rental units (one in the rear of the ground floor, the other above the ground floor) and has six off-street parking spaces in the rear of the building. No residential rental units access the property through the primary front entrance of the building that would be the entrance of the subject Special Use.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-D (Downtown Neighborhood Residence)	Single-Family/Multi-Family Dwelling Units
South	R-D (Downtown Neighborhood Residence)	Single-Family/Multi-Family Dwelling Units
East	R-D (Downtown Neighborhood Residence)	Single-Family/Multi-Family Dwelling Units
West	R-D (Downtown Neighborhood Residence)	Single-Family/Multi-Family Dwelling Units

Description of Current Zoning District:

The R-D (Downtown Neighborhood Residence) District is intended to accommodate primarily residential areas adjacent to Bloomington's Central Business District characterized by a mixture of housing types and scales, including large and small lot single-family detached and attached homes as well as low-intensity multifamily buildings. New development and redevelopment in the district is intended to be supportive of the overall historic character of the area and prioritize the preservation of historic structures. This district allows for the conversion of single-family detached properties to multifamily or office uses to preserve the integrity of historic structures and extend their economic life by allowing owners to justify expenditures for repairs and modernization. (§ 44-401(I)I).

Subject Code Requirements:

§ 44-402B indicates that "Personal Care: Barber Shop, Beauty Salon, Day Spa, etc" uses require a Special Use Permit in the R-D (Downtown Neighborhood Residence) District, with reference to Note 2.

§ 44-402B Notes 2 states, "The maximum permitted floor area is 1,600 square feet for Clothing Care; 1,000 square feet for Personal Care or 5,000 square feet for Drug Stores, Pharmacies, and Grocery Stores."

§ 44-1208E (Table of Off-Street Parking Requirements) lists "Dwelling Unit, single-family attached; two-family; multiple-family; live/work" uses as requiring 1.5 spaces per efficiency or one-bedroom dwelling unit; 2 spaces per 2 or more-bedroom dwelling units, and "Personal care: barber shop, beauty salon, day spa, etc." uses as requiring 1 space per 250 GFA.

§44-1209 (Table of Adjustment to Required Parking) allows for reductions to required parking associated with access to transit, pedestrian access, public parking lots, and on-street parking.

No Zoning Use Provisions are identified for Personal Care uses.

§ 3-402B (Advertising Sign Code - Residence Districts) One [facia] identification sign having a total sign area not exceeding 32 square feet for each lot occupied by nonresidential uses except for lots occupied by legal nonconforming uses which shall be permitted to have a total sign area not exceeding the total sign area of all identification signs presently located on the lot occupied by such nonconforming uses. (Signs exempted by § 3-8 would also be allowed on the premises.)

STANDARDS FOR REVIEW

The Board of Zoning Appeals (ZBA) shall hold at least one administrative 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 to allow Personal Care Services in the R-D (Downtown Neighborhood 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 Petitioner states that the salon is structurally separated from the residential units in the building, with a separate entrance, HVAC and ventilation systems, windows large enough for exit in emergencies, and GFCI outlets have been provided, as needed. The Petitioner states that he maintains necessary State and local health and professional licenses, as well as liability insurance. Appointments for the salon are planned between 10:00am and 6:00pm so additional noise or movement will not be disruptive to the general comfort or welfare of the building or nearby residents. ***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 Petitioner proposes to operate the nail salon similarly to the way in which a "Home Occupation" would be allowed, by right, and with similar impact as if the unit were rented as an additional residential dwelling unit. The proposal is for operation by appointment only, in less than 25% of the gross floor area of the structure. Other than signage that will be permitted by the City's Advertising Sign Code, the existence of the salon is not expected to be significantly apparent beyond the boundaries of the site. Operation by appointment will also help to ensure that the salon does not create pedestrian, automobile, or truck traffic significantly in excess of the normal amount of the district (§ 44-1020A). ***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.**

   No external changes to the building are planned related to the proposed use. Operation by appointment should result in the salon's traffic and impact to surrounding areas being similar to that which could be expected if unit were rented as a residential dwelling. Additionally, this property is half a block from the commercial corridor on Clinton Street, fronting a primary access road for Downtown Bloomington; business development Downtown and residential development east can be expected to overtake the impact of this Special Use in terms of the increase of traffic and character impact to the surrounding properties. ***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, accessed from the corner side street as required by § 44-1206A(5); no change to this condition is expected as the result of the Special Use Permit. One dedicated parking space will be provided for the salon, allowing for the residential units to meet their minimum parking requirements, and an additional parking space in excess of the required minimums.

   With applicable discounts, the three residential rental units require four dedicated off-street parking spaces. The three residential rental units (two bedroom) require six off-street parking spaces, to start, but have the following associated discounts for location: 1) reduction of one required off-street parking space associated with two legal on-street parking spaced immediately abutting the property, 2) reduction of an additional required off-street parking space associated with access to transit within 900 feet (10%) and pedestrian access (10%). ***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 R-D district allows for the conversion of single-family detached properties, like the structure at 701 E. Washington Street, to multifamily or office uses. The external impact of the proposed Special Use is expected to be similar to that of a law or professional office and aligns with the intent of the District and practical use of the area. ***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:

1. Motion to establish findings of fact that all standards for approval of a Special Use Permit **are met**.
2. Motion to recommend **approval** of the petition submitted by Jose Aguas for a Special Use Permit for Personal Care Services (Nail Care) in the R-D (Downtown Neighborhood Residence) District for the property located at 701 E. Washington Street

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

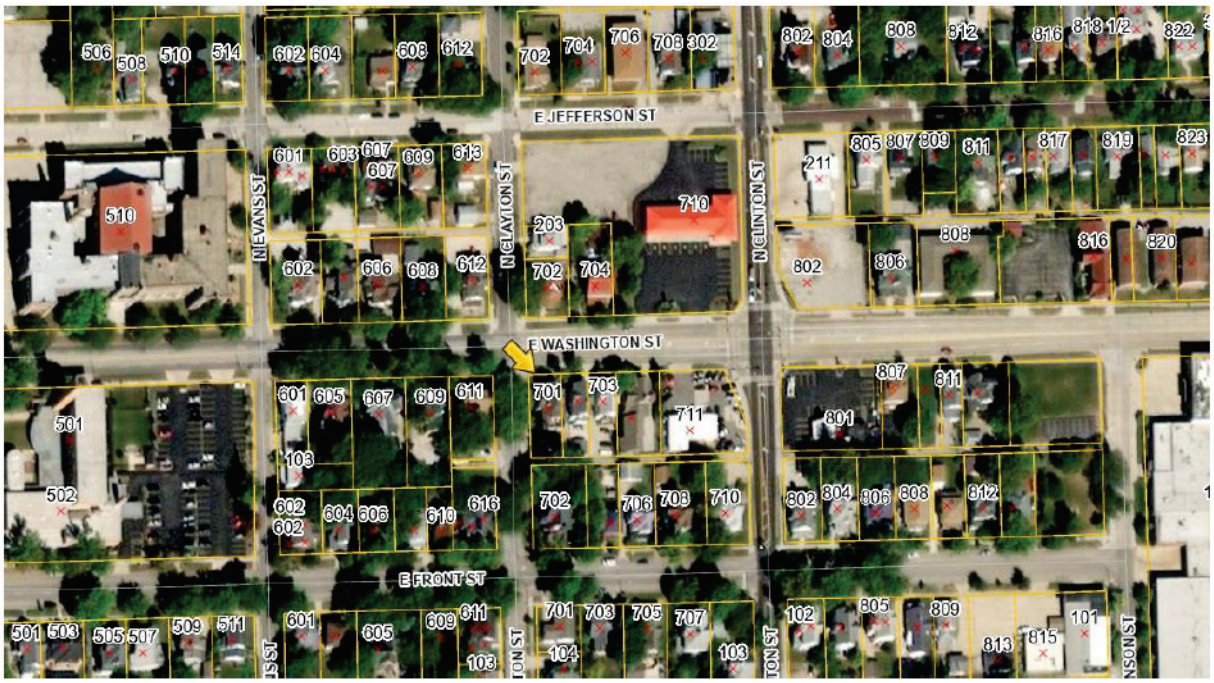
Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)





Attachment 4 - Petitioner-Submission - Description of Project

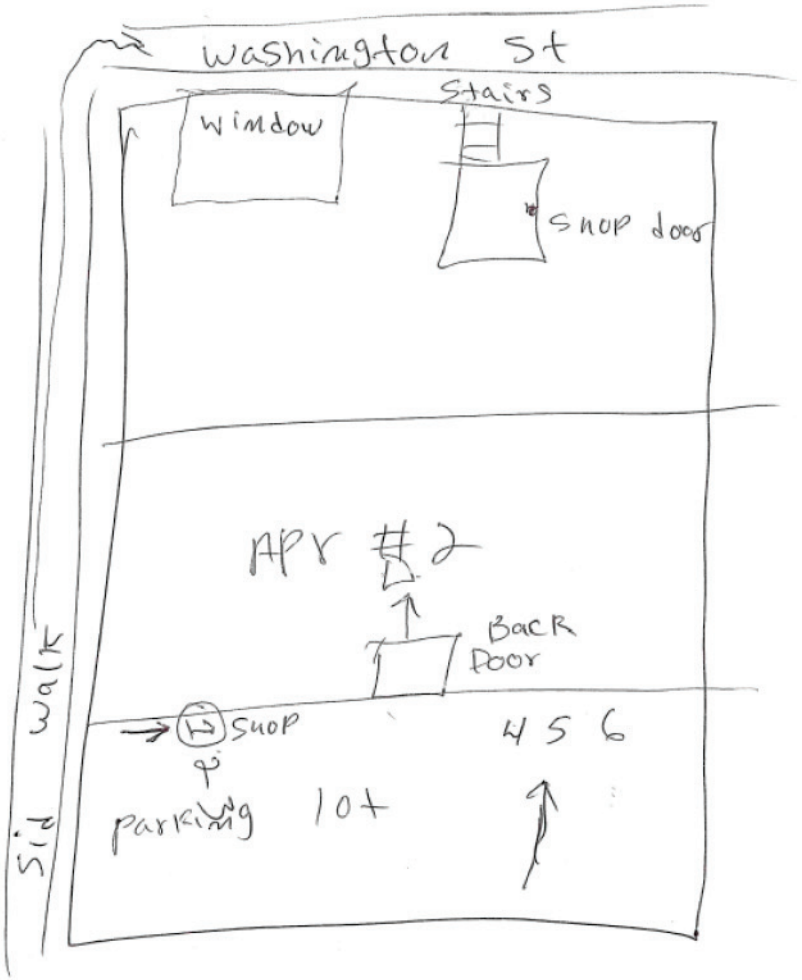
Nail salon in front half of the lower floor of a converted single-family home in R-3B. Previously had salon elsewhere, moving to new location. There is no change to the outside of the building related to this use. The unit is isolated from the other units; has its own

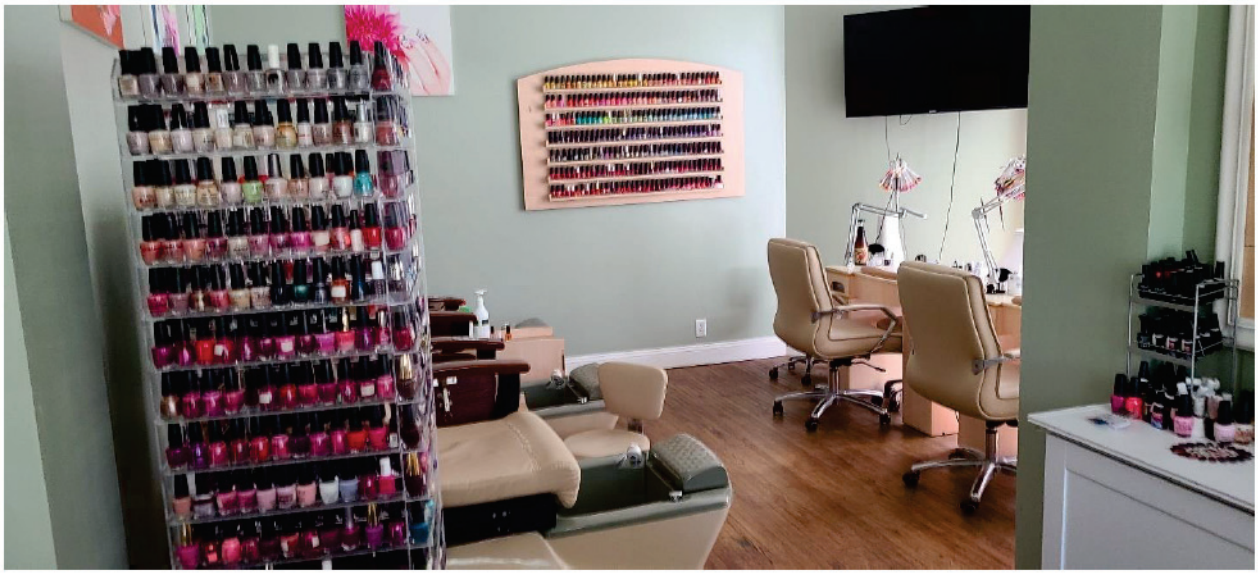
a/c, heat, and vent system. Shop will have liability insurance, as is the building. The windows are large enough for exit and doors are in working condition for emergency exit. Fire extinguishers present on site and the outlets are GFCI when needed.

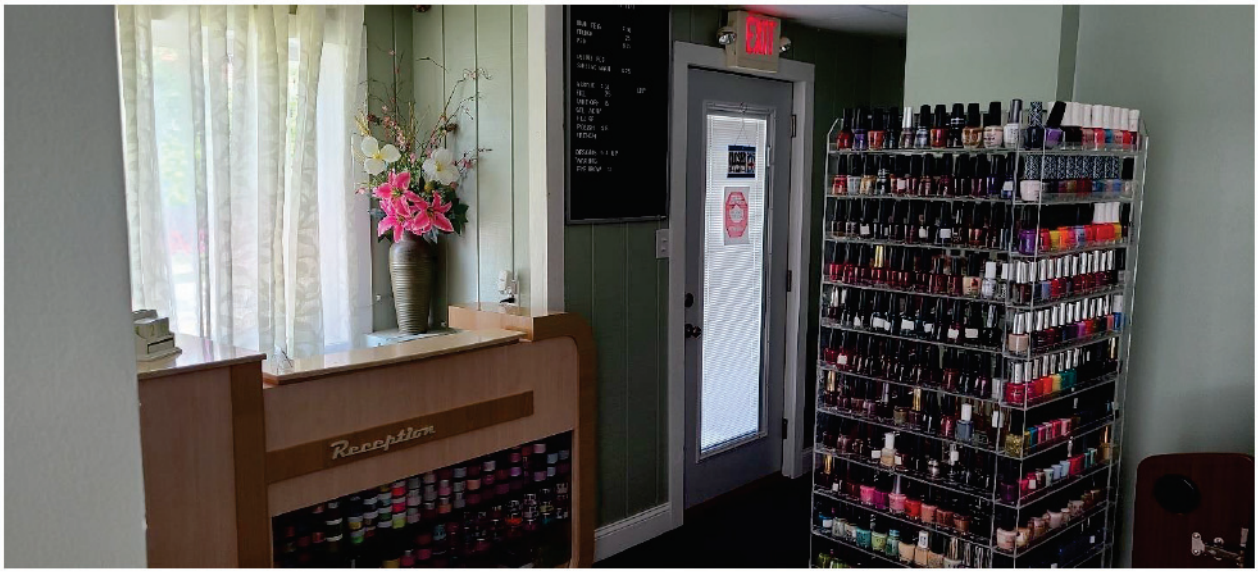
This salon will operate by appointment only so the traffic and impact to surrounding areas will be the same or less than if it were rented as an apartment. There is one dedicated off-street parking space which complies with the off-street parking requirements for my small nail salon. Usually take appointments between 10am and 6pm so there won't be negative impacts to the other residents in the building at night. No external changes planned for the building so it shouldn't change what others can do on their property. Going into an existing building; no changes to roads or traffic.

I am licensed and insured, as required by the State, have my business license, and I will make sure I get permits for any plumbing and electrical work, as required by the City.

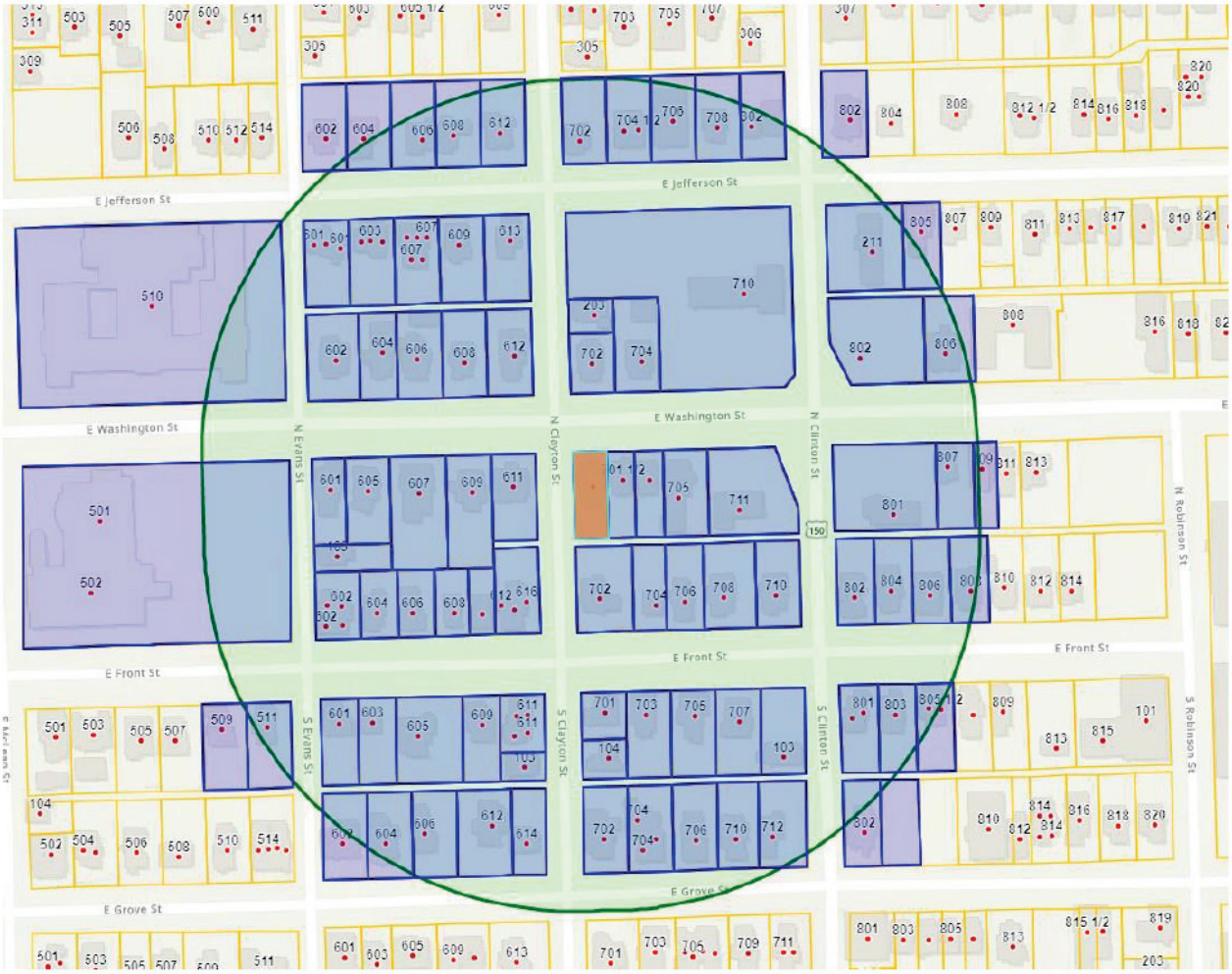
Attachment 5 - Petitioner-Submission - Site Plan






EXIT
Reception

Attachment 6 - Neighborhood notice map



Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this will go to City Council on August 8, 2022.

Chair recessed board for a 5-minute break, to return at 5:21pm.

Chair called the meeting back to order at 5:25pm.

Staff asked for a roll call vote of attendance.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). All were present.

SP-07-22 Public hearing, review, and action on a petition submitted by Jose Aguas for a Special Use Permit for Personal Care Services (Nail Care) in the R-D (Downtown Neighborhood Residence) District for the property located at 701 E. Washington Street. PIN: 21-04-433-001. (Ward 1).

Ms. Pemberton presented the staff report with a recommendation to approve the Special Use Permit. The Petitioner is asking to continue the operation of an existing business, seeking to make it lawfully operated. The salon operates by appointment only, in the front half of the first floor. The rest of the building consists of existing rental units; none of the residential units enter through the same entrance as the salon. Staff noted that legal on street parking is allowed on Clayton, in addition to the provision of sufficient off-street parking provided by the subject property. Ms. Pemberton also noted that the existing signage would need to be reviewed and permitted if the Special Use is approved.

Chair Ballantini asked how long the salon has been in operation at this location. Staff stated the petitioner could better speak to that, as they had become aware of the use because of a Code Enforcement case.

Chair Ballantini opened the public hearing.

Petitioner, Jose Aguas (611 W. Oakland) stated he is requesting is Special Use because he was operating a nail business at another location and the rent went up significantly. The Petitioner already owned the building at 701 Washington Street, so this is a means to save on rent and continue the operation of his business. The Petitioner stated that the shop is isolated from the other units with the heating and cooling and fire safety has been addressed. The salon operates usually one client at a time, by appointment only. He states his insurance and permits are all up to date.

Chair Ballantini asked how long the Petitioner had been conducting business in this location. Mr. Aguas replied that it has been about 2.5 months; he was previously at 2401 E. Oakland.

Chair Ballantini asked the Petitioner if he owned the building. Mr. Aguas replied in the affirmative.

Chair Ballantini asked how many residences were in the building. Mr. Aguas stated there are five beside the nail salon. The Chair asked for clarification that they all enter the building from the back. Mr. Aguas clarified that one entrance is on the east side of the building, the other two enter from the rear.

The Chair inquired what was in the space before the nail salon. Mr. Aguas explained that there was previously a 1-bedroom apartment in the space.

No additional testimony was provided. No Board discussion was held.

Commissioner Harris made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted by Jose Aguas for a Special Use Permit for Personal Care Services (Nail Care) in the R-D (Downtown Neighborhood Residence) District for the property located at 701 E. Washington Street. Commissioner Zwaga seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Chair Ballantini asked for clarification on the process for addressing the existing signage. Staff noted that if Special Use is approved, the Petitioner will need to work with staff on getting approved and permitted signage. Staff noted that if Special Use not approved then existing signage will need to be removed.

Staff noted this will go to City Council on August 8, 2022.

SP-08-22 Public hearing, review, and action on a petition submitted by Nexus Church for a Special Use Permit for a Place of Worship in the B-1 (General Commercial) District for the property located at 802 S. Eldorado Road. PIN: 21-11-251-020. (Ward 8).

Chair Ballantini explained that he needs to recuse himself for this case and asked for a volunteer for a temporary chair. Commissioner Straza stated he would volunteer.

Commissioner Zwaga made a motion to approve Commissioner Straza as temporary chair. Commissioner Harris seconded.

CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on an Ordinance Approving a Special Use Permit for a Dwelling Unit, Two-Family, in the B-2 (Local Commercial) District, for the Property Located at 802 E. Grove Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

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

BACKGROUND: The Petitioner, IHG Property LLC, is requesting approval of a Special Use Permit for a Dwelling Unit, Two-Family, in the B-2 (Local Commercial) District, for the property located at 802 E. Grove Street.

Summary of Request:

1. Convert vacant commercial space on the first floor in the existing building to residential space. The second floor of this property is already used for residential purposes.
2. No external changes to the building are planned related to the proposed use.
3. Parking and access requirements have been met.

On Wednesday, July 20, 2022, the Zoning Board of Appeals held a public hearing, found the request met the standards for approval of a Special Use Permit, and voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

For more detailed information, please see the attached Staff Memorandum to the Zoning Board of Appeals and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Friday, July 1, 2022 and courtesy notices were mailed to 90 property owners 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**: The Special Use contributes to Goal H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of

types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits) of the 2035 Comprehensive Plan.

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:
E&CD 8B Ordinance SP-09-22
E&CD 8C Staff Report SP-09-22
E&CD 8D ZBA DRAFT Minutes SP-09-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A DWELLING UNIT, TWO-FAMILY, IN THE B-2 (LOCAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 802 E. GROVE STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Dwelling Unit, Two-Family, for the property located at 802 E. Grove Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a 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 petition; 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

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 into and made a part of this Ordinance as though fully set forth herein;

Section 2. That the Special Use Permit for a Dwelling Unit, Two-Family, for the property at 802 E. Grove Street, legally described in Exhibit "A", is hereby approved;

Section 3. 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 4. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law;

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

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A

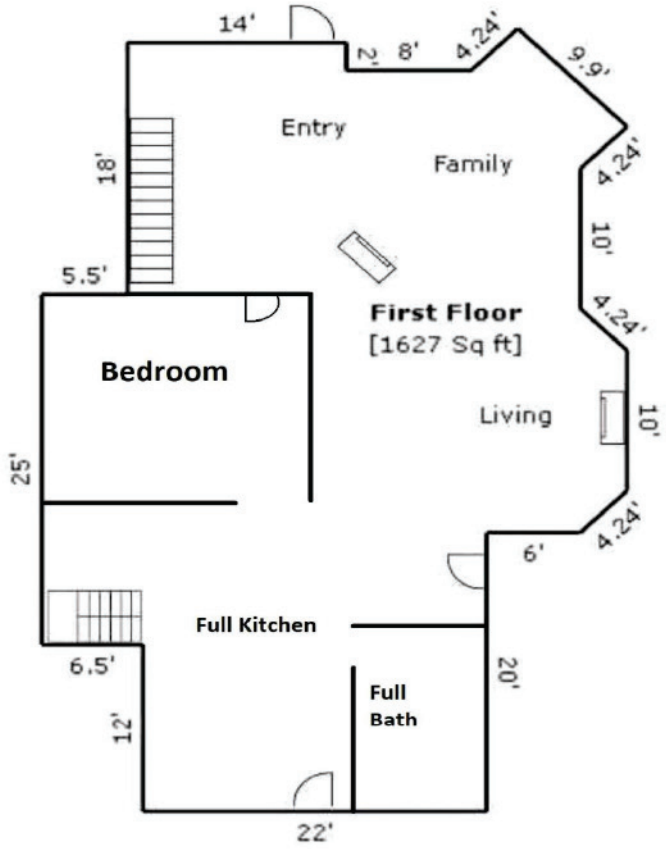
Legal Description

DIMMETTS EASTERN AD LOT5 BLK 1

PIN: 21-04-437-009

EXHIBIT B

Site Plan



ZONING BOARD OF APPEALS

TO:	ZONING BOARD OF APPEALS
FROM:	Economic & Community Development Department
DATE:	July 20th, 2022
CASE NO:	SP-09-22, Special Use Permit for Dwelling Unit, Two-Family
REQUEST:	Public hearing, review and action on a petition submitted by IHG Property LLC for a Special Use Permit for a Dwelling Unit, Two-Family, in the B-2 (Local Commercial) District, for the property located at 802 E. Grove Street. PIN: 21-04-437-009.

BACKGROUND

Petitioners' request:
The Petitioner seeks a Special Use Permit to allow a Dwelling Unit, Two-Family in the B-2 (Local Commercial) District, per §44-502, which states "a Special Use is required when the use adjoins a Residential District boundary line…" No variations to the code are requested.

The Petitioner desires to convert the commercial space located on the first floor in the existing building to residential space.

Notice:
The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Friday, July 1, 2022. Courtesy notices were mailed to 90 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:
The property at 802 E. Grove Street consists of 0.14 acres of land located at the northeast corner of E. Grove Street and S. Clinton Street, in the East Grove Street Historic District. It is currently occupied by a first-floor commercial space and two second floor residential units. Parking is located directly north of the building and via a parking lot to the east, which also serves the adjacent restaurant use. The property was likely originally occupied as a single-family residence prior to being converted to commercial and residential. The applicant intends to remodel the existing first floor space to accommodate the residential use. No other changes are proposed for the building at this time.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	R-2 (Mixed Residence)	Two-Family Dwelling Unit
South	B-2 (Local Commercial)	Personal Service
East	B-2 (Local Commercial)	Restaurant/Parking
West	R-2 (Mixed Residence)	Single-Family Dwelling

Description of Current Zoning District:
The B-2 (Local Commercial) District is intended to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. In addition to serving commercial purposes, this district encourages a mix of land uses, continued community investment through infill and site renovations, and a development form that supports mixed transportation modes, such as bicycle, pedestrian, and public transportation in addition to personal vehicles. Neighborhood shopping centers, particularly with a supermarket as a principal or anchor tenant, are appropriate at prominent intersections. The protection of surrounding residential properties from adverse impacts is a primary focus of this district. (§ 44-501(B).

Subject Code Requirements:

§ 44-502. "Allowed Uses Table" indicates Dwelling Unit, Two-Family is permitted as a Special Use in the B-2 District, when adjacent to residential property.

All other applicable sections of the Code would remain in effect for Two-Family Dwelling Units but are expected to be met.

STANDARDS FOR REVIEW

The Board of Zoning Appeals (ZBA) shall hold at least one administrative 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 a Dwelling Unit, Two-Family, in the B-2 (Local 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 proposed Special Use should not be detrimental in any way as it is within an existing building and no significant impact is expected. ***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. No exterior modifications are proposed, and the change of use would be occupying a vacant building space. ***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 conversion of the existing space from commercial to residential should not impact orderly development and improvement of surrounding properties. ***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 Special Use is subject to, and conforms with, the regulations of the B-2 (Local Commercial) District. ***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:

1. Motion to establish findings of fact that all standards for approval of a Special Use Permit **are met**.
2. Motion to recommend **approval** of the petition submitted IHG Property LLC for a Special Use Permit for a Dwelling Unit, Two-Family, in the B-2 (Local Commercial) District, for the property located at 802 E. Grove Street.

Respectfully submitted,
John Branham
City Planner

Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)







Attachment 4 - Petitioner-Submission - Description of Project

Convert the commercial space on the 1st floor from a commercial unit to residential. For all intents and purposes as it sits now it's essentially setup as a residential unit other than having a full bathroom and full kitchen. There are one or possibly two bedrooms (offices) and a living room with 2 fireplaces. The 1st floor will need the bathroom upgraded and front entry separated/or 1st floor entry secured. The plan is to modernize and add a full kitchen and full bath to the main level to allow for an additional apartment. No major changes externally and floor layout will include a kitchen and full bath on the back portion of the unit where the current partial kitchen exists.

Currently, the building has 2 residential units for rent upstairs and a sew shop in the lower unit. I would like to make the lower unit a residential unit. No change to the amount of units, just the use of the lower unit would change from commercial to residential. This would be a minimal change to its current use as there are already two residential units and one commercial unit at the property. I do not foresee any endanger the public health, safety, comfort or general welfare by converting the use of the lower unit as a residential property.

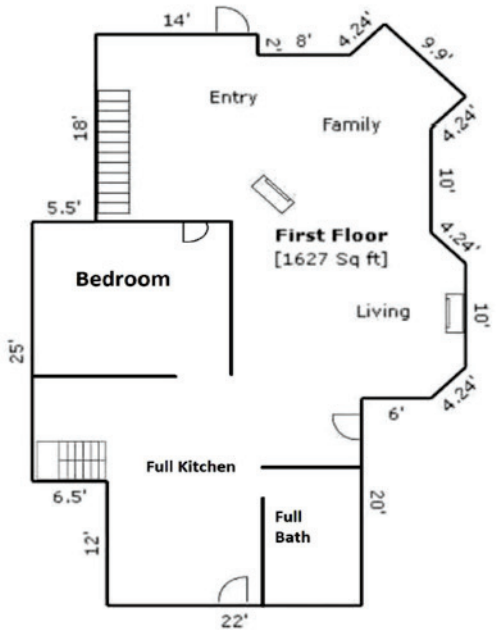
This change would have no impact to the surrounding properties and I will make sure the upkeep of the property conforms with city rental requirements and structurally maintain the property where it meets or exceeds its current valuations and does not impair property values in the immediate vicinity.

There will be no change to or impact to the surrounding properties as this building has already been a mixed use rental and commercial property.

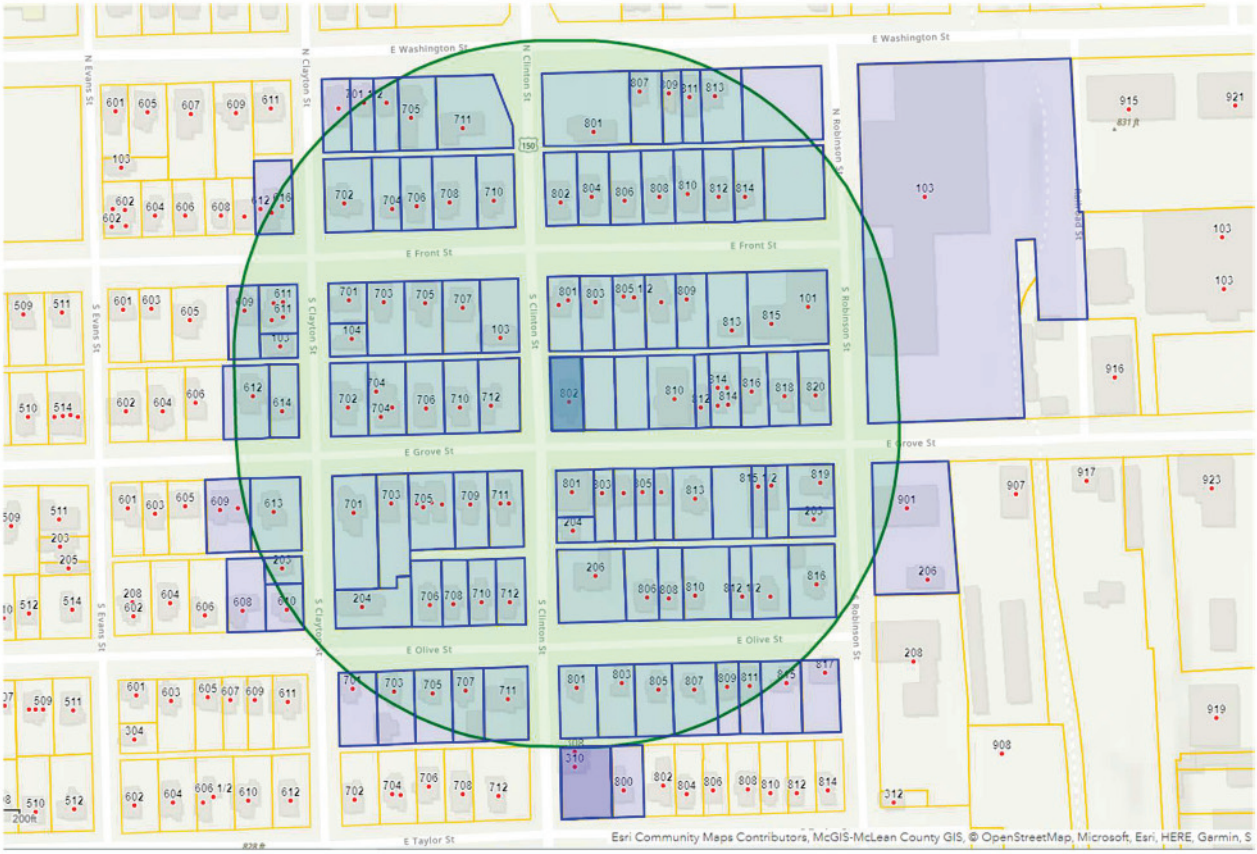
The property has all the necessary utilities gas, electric, and water. No major upgrades to the existing property will be needed impacting roads, current drainage. There is a half bath on the main floor. I will be installing a full bathroom and modernizing the current kitchen area. There are 5 parking spots already designated for this building.

There are entrances from both Grove Street and Clinton to the property.

Attachment 5 - Proposed First Floor Plan



Attachment 6 - Neighborhood notice map



Straza asked if motion to table.

Mr. Noonan made a motion to table the case SP-08-22 to allow staff investigate the ramifications of the requested Special Use Permit on the potential sale of Buddy's Liquors in the future, and the transfer potential for that license to the new owner. Ms. Harris seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes. (5-0). Motion was approved.

SP-09-22 Public hearing, review, and action on a petition submitted by IHG Property LLC for a Special Use Permit for a Dwelling Unit, Two-Family, in the B-2 (Local Commercial) District for the property located at 802 E. Grove Street. PIN: 21-04-437-009. (Ward 1).

Mr. Branham presented the staff report with a recommendation to approve the Special Use Permit. He stated it was likely built as single-family residential building but was converted to commercial and residential some time ago. The Petitioner is looking to renovate the building and convert the ground floor commercial use to an additional residential unit. Access and parking requirements are met.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

Gregory Hall, on behalf of the Petitioner IHG Property LLC, (1607 Myra Lane) stated the first floor was previously commercial use and the second floor is already residential. The Petitioner states the first floor already lends itself to residential and he would like to return the property to entirely residential use. Mr. Hall stated that there is sufficient parking for all of the units within the building.

Chair Ballantini asked the Petitioner how long he has owned the building. Mr. Hall replied he has owned the building for about a month.

The Chair asked what will happen with the current tenants. Mr. Hall explained that the upper floor is already residential rental and will remain as such; the ground floor that was commercial was already vacant at the time he purchased the property.

Chair Ballantini asked if Mr. Hall is the sole owner of IHG Property LLC; Mr. Hall confirmed. Chair Ballantini asked for clarification that none of the subject property belong to Schooners; Mr. Hall confirmed and stated he does not believe they have any issues with the petition but has not spoken with them directly in the affirmative or negative.

No additional testimony was provided. No Board discussion was held.

Commissioner Noonan made a motion to establish findings of fact that all standards of approval for a Special Use Permit are met. Commissioner Straza seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Commissioner Harris made a motion to recommend approval of the petition submitted by IHG Property LLC for a Special Use Permit for a Dwelling Unit, Two-Family, in the B-2 (Local Commercial) District for the property located at 802 E. Grove Street. Commissioner Noonan seconded.

Roll call vote: Ms. Harris - Yes, Mr. Straza - Yes, Ms. Williams - Yes, Mr. Zwaga - Yes, Mr. Noonan - Yes, and Chair Ballantini - Yes. (6-0). Motion was approved.

Staff noted this will go to City Council on August 8, 2022.

Commissioner Noonan left the meeting at 6:18pm.

V-02-22 Public hearing, review, and action on a petition submitted by QuikTrip Corporation for Variances from § 3-5 of the Advertising Sign Code to allow increased sign area and height in the B-1 (General Commercial) District for the property located at 223 Bloomington Heights Road. PIN: 21-06-102-004. (Ward 7).

Ms. Pemberton presented the staff report with motions for consideration. Staff noted this sign was approved as part of annexation agreement but to make sure due process is followed a public hearing is required before the Zoning Board of Appeals to formalize the Variances. Ms. Pemberton noted that this is an off-premise sign and thus why it was not reviewed and approved as part of the Legislative Site Plan Review for QuikTrip that went before the Planning Commission. Ms. Pemberton clarified that one requested Variance is for height, and the second Variance is for increased area for the top panel and changeable copy price signs.

Staff noted that the submitted petition may meet the standards for Variance and has been approved via the Annexation Agreement previously adopted by City Council.

The Board did not have any questions for staff.

Chair Ballantini opened the public hearing.

CONSENT AGENDA ITEM NO. 7.O

FOR COUNCIL: August 8, 2022

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action to approve an Application from Around the Corner II, Inc., d/b/a JP's Wheel & Alehouse, located at 409 N. Hershey Rd., requesting a change of ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License and Change of Ownership 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 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Around the Corner II, Inc., d/b/a JP's Wheel & Alehouse ("Applicant"), located at 409 N. Hershey Rd., holds a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license. Around the Corner, II (including the d/b/a) has been purchased by two individuals resulting in a 100% ownership change. The City Code requires Council approval of any changes in ownership that occur for corporate license holders of more than 5%. Around the Corner II, as the corporate license holder of JP's Wheel & Alehouse, is seeking approval of the 100% ownership change. The ownership structure changes are reflected below:

Previous Ownership Structure: Rachel Jones, 100%
Current Ownership Structure: Brett Matthews, 50%; Robert McDermott, 50%

The Applicant originally applied for a Class RAS (Restaurant, All-Types of Alcohol, and Sunday Sales) license, but amended the requested classification to a Class TAS (Tavern, All Types of Alcohol and Sunday Sales) via email. The Applicant appeared before the Liquor Commission on July 12, 2022 where the Commission voted to positively recommend approval of the change in ownership request to Council. Draft minutes of the Liquor Commission Meeting are attached.

All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on July 5, 2022, a public notice was published in *The Pantagraph*. Seven notices were mailed to properties adjacent to the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class TAS liquor license is $3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for consideration.

Prepared by: Sahara Williams, Youth Enrichment Program Member

ATTACHMENTS:
CLK 3B Liquor License Application_JP's Wheel & Ale House (Change of Ownership)
CLK 3C DRAFT 07-12-2022 Liquor Commission - Regular Session Minutes

July 26, 2022

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Around the Corner II, Inc.

D/B/A Name: JP's Wheel & Alehouse

Dear Reviewer,

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Articles of Incorporation
- Certificate of Good Standing with the State of Illinois
- Financial Documentation: 2021 Profit and Loss Statement
- A Lease between JOHN BID, LLC, and AROUND THE CORNER II, INC. for the term 12/01/2019 to 11/30/2034
- Proof of Assumed Corporate Name Change – Filed 06/22/2022
- Proof of Bill of Sale and Assignment – Dated 04/18/2022
- BASSET Certifications for Management

Items currently on file with the City Clerk Department:

- Certificate of Liability Insurance (DRAM Shop) – 12/01/2021 to 12/01/2022
- Liquor Bond in the amount of $2,000 – 07/15/2022 to 07/15/2023
- Bloomington/Normal Food and Beverage Tax Registration Form

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Respectfully,

Amanda Stutsman
Deputy City Clerk

Liquor License Application

Applicant Business Contact Information: *Please fill in your business information completely and legibly.*

Legal Entity Name (Corporate/LLC Name)	Around the Corner II, Inc.
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	JP's Wheel & Alehouse
Legal Entity Address *(including City, State, and Zip)*	409 N. Hershey Rd., Bloomington, IL 61704
Legal Entity Phone Number	309-824-3566
Legal Entity Email Address	brett@blonopizza.com
Establishment Address including Zip	409 N. Hershey Rd., Bloomington, IL 61704
Establishment Phone Number	309-386-1642
Establishment Email Address	brett@blonopizzaco.com
***Email Address for ALL City Communications:**	brett@blonopizzaco.com

Note, that **all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for **all** City Communications. It is the responsibility of the business to notify the City of any changes.*

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Brett Matthews	Bloomington	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	**City**	**State**	**Zip**
Carrie L. Haas	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	**City**	**State**	**Zip**
Brett Matthews	Bloomington	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

Applicants should review Chapter 6: Alcoholic Beverages (https://ecode360.com/34403863) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor *(Fee applies to all except CA, EA, RA, or TA)*	$600	$1,200	$650	$1,300
PB	Package Sales – Beer and Wine Only	$450	$900	$500	$1,000
	*(Package Sales fee for CB, EB, RB, or TB, but **no** Package Sales fee applies to CA, EA, RA, or TA)*	$112.50	$225	$150	$300
S	Sunday *(Fee applies to all except CA & CB)*	$275	$550	$300	$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
		2020 Fees		2021 Fees	
Class	Description	Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
CB	Clubs – Beer and Wine Only	$400	$800	$450	$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	$400	$800	$450	$900
GPB	Convenience Store (Package) – Beer and Wine Only	$450	$900	$500	$1,000
MA	Hotel/Motel – All Types of Liquor	$600	$1,200	$650	$1,300
MB	Hotel/Motel – Beer and Wine Only	$375	$750	$425	$850
RAP	Restaurant, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
RA	Restaurant – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
RB	Restaurant – Beer and Wine Only	$400	$800	$450	$900
ST	Stadium – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	$1,200	$2,400	$1,350	$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	$512.50	$1,025	$750	$1,200
TA	Tavern – All Types of Liquor	$1,200	$2,400	$1,350	$2,700
TB	Tavern – Beer and Wine Only	$400	$800	$450	$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Partnership** (Date of Formation: _____)

☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.

■ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ■ No ☐ N/A **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

Business Owner/Operator: ***(Please circle Yes (Y) or No (N) where applicable.)***

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ■ Yes ☐ No Are 21 years of age or older.
   - ■ Yes ☐ No Are citizens of the United States.
   - ■ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ■ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ■ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ■ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ■ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ■ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ■ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ■ No Is the premises for which the license is sought owned?
   5A ■ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ■ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* ~~Restaurant~~ Tavern* *Per emailed correction. 6/30/22
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* ~~RA~~ TA* *Per emailed correction. 6/30/22
3. ■ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ■ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ■ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: ~~restaurant~~ Tavern* operations *Per emailed correction. 6/30/22
   Support full
7. If approved, how would the liquor license benefit the City and its residents? High quality dining establishment
8. ■ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* Weekly Karoke, Bingo, Trivia
9. ■ Yes ☐ No Will the proposed or current establishment sell food?
10. ■ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Food Sales
11. If approved, what license renewal billing cycle would be preferred? ■ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	10:00 AM	Midnight
Tuesday:	10:00 AM	Midnight
Wednesday:	10:00 AM	Midnight
Thursday:	10:00 AM	Midnight
Friday:	10:00 AM	Midnight
Saturday:	10:00 AM	Midnight
Sunday:	10:00 AM	Midnight

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed
   2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
   Yes, a restaurant with similar hours
   2B. Is the area predominately residential, are they single or multi-family homes?
   No.
3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Same as described in Around the Corner II's original application for a liquor license as this is a change of ownership application
4. How much additional traffic is expected to be generated with a liquor license? No additional traffic expected as this is a change of ownership application
5. Describe any and all on- and off-street parking: Same as described in Around the Corner II's original application for a liquor license as this is a change of owner
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? Two

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ■ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ■ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: Brett Matthews and Robert McDermott as owners of BloNo Pizza Co
5. ☐ Yes ■ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ■ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ■ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ■ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

_____

_____

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

☐ Yes ■ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ■ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

■ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ■ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ■ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. **I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;**
2. **I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;**
3. **All applicants of the establishment are qualified and eligible to obtain the license applied for;**
4. **I have read and understand the requirements of the City of Bloomington Code pertaining to Chapter 6: Alcoholic Beverages https://ecode360.com/34403863; and**
5. **If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.**

Brett Matthews	Owner
Name (Please Print)	**Title**
[redacted]	06-22-2022
Signature	**Date**

Around the Corner II, Inc (DBA: JP's Wheel and Alehouse)

Brett Matthews

Age: [redacted]

Address: [redacted] Bloomington, IL 61704

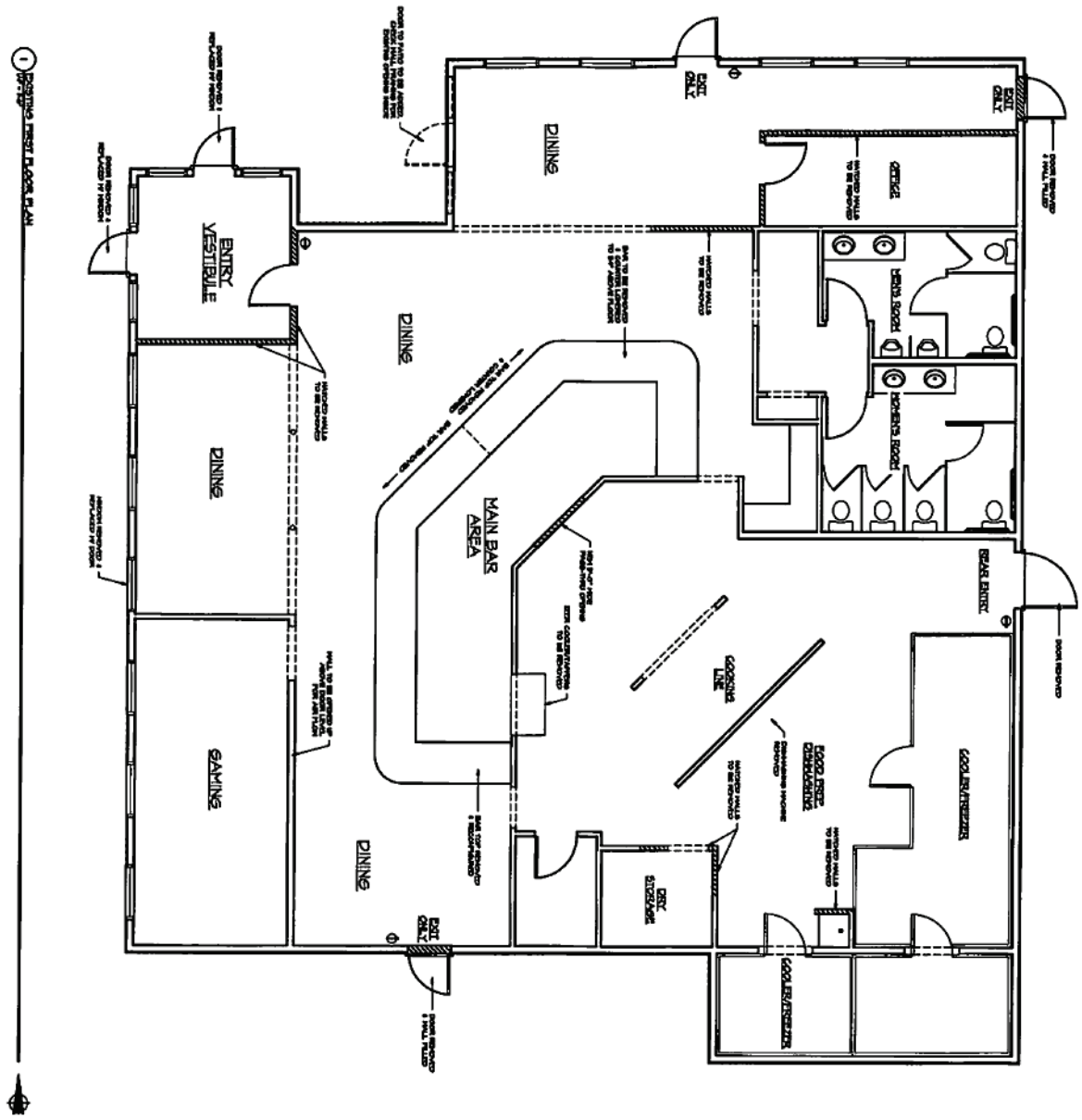
Percentage Ownership: 50%

Rob McDermott

Age: [redacted]

Address: [redacted] Parowan, Utah 84761 (mailing: [redacted] Parowan, Utah 84761)

Percentage Ownership: 50%



JP'S REMODEL 409 N. HERSHEY RD. BLOOMINGTON, IL 61704	EA ARCHITECTURE & DESIGN, INC. 802 N. CLINTON ST., SUITE 1 BLOOMINGTON, ILLINOIS 61701 PHONE: (309) 663-7111 WWW.EA-AD.NET ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007110
DATE: 2021.09.09 SCALE: AS NOTED DRAWN BY: JTH JOB: 21-039 SHEET NO.: A101 SHEET NAME: DEMOLISHED FLOOR PLAN	1 2021.09.09 REVISIONS

Commissioner Meister approved the Consent Agenda, including all items listed below.

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.

Item 4.A. Consideration and action to approve the Minutes of the June 14, 2022, Regular Liquor Commission Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

AYES: Meister

Motion carried.

Regular Agenda

All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5.A. Continued Sanctions Review Hearing on Violation #2022-014 issued to Violation Citation of BillHill, Inc. d/b/a Maguire's, located at 220 N. Center St., for Violating Section 37(e)(12) of Chapter 6 of the Bloomington City Code relating to past due food and beverage taxes, as requested by the Legal Department.

George Boyle, Asst. Corporation Counsel, reported that there was an agreement had been reached. He added that there was a bookkeeping issue to be resolved by the City, not the licensee. He was confident that the staff report at the next meeting would notify the Commission that the issue was resolved, and no further action would be needed.

The following item was presented:

Item 5.B. Public Hearing and action on an Application from Around the Corner II, Inc., d/b/a JP's Wheel & Alehouse, located at 409 N. Hershey Rd., requesting an approval of a change of ownership for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Meister opened the Public Hearing at 4:04 p.m.

Carrie Haas, Legal Representative for Applicant, Brett Matthews, Applicant and Co-Owner, and Rob McDermott, Applicant and Co-Owner, after being sworn, addressed the Commission separately.

Mrs. Haas stated that it was a full change of ownership from Rachel Jones, the previous 100% shareholder of Around the Corner II, to Brett Mathews and Rob McDermott who are equal shareholders of Around the Corner II, each holder 50% ownership. She stated that the sale occurred, and the change was effective as of April 18, 2022, after a quick turnaround from contract execution. She noted that from a buyer's perspective, it was imperative to close quickly, as the business was rapidly deteriorating and was causing significant issues for customers, employees, and overall the community. She added there have already been, and will continue to, be positive changes such as cleaning up and running the business more efficiently since assuming ownership.

Mrs. Haas acknowledged that the new ownership understood a full change of ownership should have come before the Commission prior to the sale and apologized for not doing so. She stated that they were initially unaware of the requirement and stated that she was not informed by the seller prior to closing. She stated that under the new ownership, there had already been, and would continue to, have positive changes in the day-to-day operations. She added there had not been any material or significant changes since the purchase of the business and stated that the owners have cleaned it up, and made it run more efficiently than before. Mrs. Haas noted that it was a snapshot of what the City could expect from the new management of this business moving forward. She stated Mr. Matthews and Mr. McDermott both have a clean record and are known by the community as they owned and operated BloNo Pizza Company ("BloNo Pizza"), located at 1304 Cross Creek Drive Normal, IL for the past several years. She noted that as owners of BloNo Pizza, they have a current liquor license with the Town of Normal, and after asking their Counsel, she was not aware of any complaints or citations as it related to that location's liquor license. Mrs. Haas noted that if the application was approved, they looked forward to working with the City, and enjoying a long, productive, and successful business moving forward. She concluded her comments and informed the Commission that Mr. Matthews, Mr. McDermott, and herself were willing to answer any additional questions.

Commissioner Meister asked how the business would be ran now, and if there would be any changes to the building. Mr. Matthews stated that the first order of business was to clean up as the it was very out of shape as far as safety sanitation. He stated that the kitchen was currently closed for a deep clean to serve more consistently and provide a long-term professional atmosphere at that location. He noted that since the purchase, they have worked with other local businesses to keep fun food events happening. He stated that they have also maintained their trivia and bingo events to continue an active entertainment-based operation.

Commissioner Meister asked if there would be any changes to their hours of operation. Mr. Matthews stated their long-term goal was to be open as long as possible and safely with a good experience. He added that he and Mr. McDermott have had a lot of experience with restaurants, and they have talked about the potential for a busy lunch spot with a nice steady restaurant schedule.

Commissioner Meister asked if all employees were BASSET trained. Mr. McDermott that BloNo Pizza employees were BASSET trained, and that they will be crossed utilized at JP's Wheel and Alehouse ("JP's"). He added that the existing team did not appear to be BASSET trained. He stated that JP's was down to one bartender and one server. He noted everyone in the front of the house would be basset trained within 90 days of hiring.

George Boyle, Asst. Corporation Counsel, asked how long they have owned BloNo Pizza. Mr. McDermott stated they have been open since November 9, 2019.

Mr. Boyle asked how long it had a held liquor license. Mr. Matthews stated they have had a license there since November 8, 2019.

Mr. Boyle asked if either of them were aware of any liquor license violation. Mr. Matthews, and Mr. McDermott both answered no.

Mr. Boyle stated that Legal had no further concerns or questions.

Commissioner Meister asked if anyone was registered to speak for or against the application. Amanda Stutsman, Deputy City Clerk, clarified that it was a Public Hearing, and anyone in the public could speak. No one came forward to speak.

Commissioner Meister closed the public hearing at 4:13 p.m.

Commissioner Meister approved the item as presented.

AYES: Meister

Motion: carried.

The following item was presented:

Item 5.C. Consideration and action on the Request from the Bloomington-Normal Convention and Visitors BNCVB' for their first Go Nuts Festival to be held in Downtown Bloomington, on Saturday, September 10, 2022, to allow for the service of beer and wine for their event by a licensed provider(s), as requested by the City Clerk Department.

Commissioner Meister opened the Public Hearing at 4:14 p.m.

Matt Hawkins, Bloomington-Normal Convention and Visitors Bureau Representative ("BNCVB"), after being sworn in, stated the BNCVB had started a plan of action to establish new events and festivals within the community. He stated it would be their first attempt at a new street festival. He added it would be for both locals and visitors from the surrounding area which would impact the community economically. He stated the event would run from approximately 1:00 p.m. to 10:00 p.m. on Saturday, September 10, 2022. He added there would be various vendor booths, live music, and chef demonstrations.

Nick LeRoy, Owner of The Stable Music Hall, after being sworn in, stated they would handle the entertainment and production aspect for the event in addition to the sale of liquor and wine through one main beer tent. He added that some of the local beer companies would have pop-up beer shops such as Keg Grove Brewing Company and Lil Beaver Brewery which they would purchase the product from. He restated there would be one central location for alcohol between East Street and Prairie Street on Front Street, and the whole street would be closed off. He added that the stage would sit on the corner of Front Street and Prairie Street, facing west with all vendor booths towards the west end. He restated that the alcohol tent would be in between. He reiterated that there would be a live chef demonstration and a live comedy tent in the parking lot west of Anju Above and Epiphany Farms.

Commissioner Meister asked if employees would be BASSET trained. Mr. Leroy stated that all employees would be BASSET trained.

Commissioner Meister asked if everyone there would be over 21 years old. Mr. LeRoy stated that everyone would be allowed in the event, but there would be a booth were individuals aged 21 and over would have to show Identification in order to receive a wristband to permit them to buy an alcoholic beverage.

Mr. Boyle asked if only beer and wine would be served. Mr. LeRoy responded affirmatively.

Commissioner Meister clarified that all alcohol providers need a Secondary Premises Liquor License too. Mr. Boyle stated that Mr. LeRoy would be the only Secondary Liquor License.

REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Rowe Construction - A Division of United Contractors Midwest, for the FY 2023 General Resurfacing Program, in the amount of $5,220,438.92, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:
Goal 2. Upgrade City Infrastructure and Facilities
Goal 5. Great Place - Livable, Sustainable City
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 2a. Better quality roads and sidewalks
Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Public Works is recommending the approval of an Agreement with Rowe Construction - A Division of United Contractors Midwest for the FY 2023 General Resurfacing Program, in the amount of $5,220,438.92. The agreement is designed to provide for street resurfacing throughout the City.

City Council approved Resolution No. 2022-18 (attached) on May 9, 2022, waiving the technical bidding requirements for streets identified for Fiscal Year 2023 and first priority of additional streets from Fiscal Year 2024 if funding allows, for this contract and authorizing direct negotiations with Rowe Construction since that company has been the sole bidder on this annual contract for over 5 years. The resolution, negotiated prices, and corresponding agreement are attached.

Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work are handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive two layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer. A map and list of streets for this year's work is attached.

Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned resurfacing projects,

an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary. The contract completion date is August 31, 2023.

Following review of the FY 2023 General Resurfacing Program, staff recommends the allocation shown in the capital project summary as the best use of available funding. The budgeted amount is shown for reference only. The Pavement Preservation contract amount, to be presented to council at a future date, will be adjusted from the original targeted budget amount to enable the identified resurfacing limits to be included in this year's resurfacing contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, $5,220,438.92 will be awarded for the FY 2023 General Resurfacing contract to be paid out of the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 86, 87, 225, 276, 277 and 278.

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. 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, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, 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: Craig Shonkwiler, City Engineer

ATTACHMENTS:
PW 2B Agreement_FY23 General Resurfacing Agreement 08082022
PW 2C Resurfacing Map_ FY23 General Resurfacing Agreement 08082022
PW 2D List of Streets_FY23 General Resurfacing Agreement 08082022
PW 2E Capital Project Summary_FY23 General Resurfacing Agreement 08082022
PW 2F Approved Resolution_FY23 General Resurfacing Agreement 08082022

CITY OF BLOOMINGTON AGREEMENT WITH
Rowe Construction, A Division of United Contractors Midwest, Inc.
FOR
FY 2023 General Resurfacing Project

THIS AGREEMENT, dated this ___ day of August, 2022, is between the City of Bloomington, IL (hereinafter "CITY") and Rowe Construction, A Division of United Contractors Midwest, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

☐ This Agreement was subject to the following procurement initiative by the CITY: _____ (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto), shall be incorporated into this Agreement 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.

☐ This Agreement was not subject to a formal solicitation process by the CITY, but includes the other required proposal/documents attached hereto in Exhibit C.

Section 4. **Payment.** For the work performed by VENDOR under this Agreement, the City shall pay VENDOR one of the following:

☐ A flat fee of $ 5220438.92 as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein.

☑ Fees as set forth in the Payment Terms attached as Exhibit B, attached hereto and incorporated herein not to exceed $ 5220438.92.

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

☐ This Agreement is 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 Section 4 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 said CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained, or recovered against said 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 that 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. **Representations of VENDOR.** VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 14. **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 15. **Compliance with Prevailing Wage.** The following shall apply to this Agreement:

☐ This Agreement is not for "public works" 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 thee DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement much comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 16. **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 17. **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 18. **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 19. **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:

Rowe Construction
Attn: Al Ruhrup
1523 N. Cottage Ave
Bloomington, IL 61701
al.ruhrup@ucm.biz

Copy to:

If to CITY:

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

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

Section 20. **Insurance.** VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS or as agreed upon with the City Procurement Manager. Certificates of insurance shall be provided to the CITY and CITY shall be named as additional insured under the policy(ies).

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

Section 22. **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 23. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 24. **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 25. **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 26. **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 27. **Term.** The term of this Agreement shall be:

☐ Until all of the services and/or deliverables required to be provided within this Agreement are completed and accepted by CITY.

☐ From _____ year(s) from the date of this Agreement listed above.

☑ By the date state in the PROCUREMENT DOCUMENTS or no later than August 31, 2023.

☐ This Agreement shall also be subject to the following renewal terms, if any:

_____.

Notwithstanding anything herein, the provisions in Sections 10 and 18 shall survive termination.

Section 28. **Counterparts.** This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: [redacted]
Its Vice-President

By: [redacted]
Its Notary

OFFICIAL SEAL
RODNEY M BOESTER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES NOV 05 2022

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

The description of services/work provided is defined in:

The Proposal for FY 2023 General Resurfacing Project 50-01-53001-23-00.

Generally,
This work consists of the removal of existing pavement surfaces and the placement of and asphalt overlay at various locations as shown on the plans. Incidental work includes adjustments, removals and installation of storm sewers, inlets, manholes, water valves, corporation stops, curb and gutter, and other appurtenances as required.

EXHIBIT B
PAYMENT TERMS

United Contractors Midwest

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

To: City of Bloomington
Address:

Attn: Craig Shonkwiler
Phone:
Fax:
Addendum:
Date: 07/25/2022

Project: FY 2023 General Resurfacing (REVISED)

Client #	Description	Quant.	Unit	Unit Price	Ext Price
COB20200	EARTH EXCAVATION, SPECIAL	1,431.000	SF	$ 4.04	$5,781.24
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	107.000	EA	$1,858.76	$198,887.32
COB60201	NEW FRAME & GRATE, TYPE 1	53.000	EA	$ 675.55	$35,804.15
COB60202	INLET TO BE ADJUSTED, SPECIAL	30.000	EA	$1,758.04	$52,741.20
COB60203	INLET TO BE RECONSTRUCTED, SPECIAL	35.000	EA	$3,340.71	$116,924.85
COB60204	NEW FRAME & GRATE, TYPE 3	35.000	EA	$ 770.60	$26,971.00
COB60205	VALVE BOX TO BE ADJUSTED, SPECIAL	79.000	EA	$1,022.15	$80,749.85
COB60206	NEW FRAME AND CLOSED LID (VALVE BOX)	47.000	EA	$ 425.00	$19,975.00
COB55100	STORM SEWER, SPECIAL	70.000	FT	$ 111.17	$7,781.90
44200089	PAVEMENT PATCHING, TYPE II, 8 INCH	9.000	SY	$ 286.93	$2,582.37
44200101	PAVEMENT PATCHING, TYPE IV, 8 INCH	50.000	SY	$ 135.81	$6,790.50
44200192	PAVEMENT PATCHING, TYPE II, 16 INCH	10.000	SY	$ 437.72	$4,377.20
COB44200	PAVEMENT PATCHING, 4", SPECIAL	1,574.000	SY	$ 59.75	$94,046.50
COB44201	PAVEMENT PATCHING, 6", SPECIAL	280.000	SY	$ 75.00	$21,000.00
44000200	DRIVEWAY PAVEMENT REMOVAL	642.000	SY	$ 33.07	$21,230.94
COB60601	COMB C&G REMOVAL (SPOT REM), SPL	5,953.000	FT	$ 33.02	$196,568.06
COB60602	COMB C&G, TYPE B-6.18 (SPOT PLACE), SPL	5,953.000	FT	$ 65.37	$389,147.61
COB60603	COMB C&G REM (WHOLE BLOCK), SPL	1,372.000	FT	$ 27.85	$38,210.20
COB60604	COMB C&GTYPE B-6.18 (WHOLE BLOCK), SPL	1,372.000	FT	$ 41.11	$56,402.92
COB60605	BARRIER YARD CURB, SPECIAL	210.000	SF	$ 68.04	$14,288.40
44000600	SIDEWALK REMOVAL	12,457.000	SF	$ 5.68	$70,755.76
42300200	PCC DRIVEWAY PAVEMENT, 6"	452.000	SY	$ 76.18	$34,433.36
42300400	PCC DRIVEWAY PAVEMENT, 8"	65.000	SY	$ 95.00	$6,175.00
COB40800	HMA DRIVEWAY PAVEMENT, 6"	6.000	TON	$ 465.12	$2,790.72
40200800	AGGREGATE SURFACE COURSE, TYPE B	6.000	TON	$ 97.49	$ 584.94
COB42401	PCC SIDEWALK RAMP, 6"	1,322.000	SF	$ 15.41	$20,372.02
COB42402	PCC SIDEWALK, 6"	6,411.000	SF	$ 12.67	$81,227.37
COB42403	SIDEWALK REINFORCEMENT, SPECIAL	400.000	SF	$ 1.68	$ 672.00
42400800	DETECTABLE WARNINGS	144.000	SF	$ 39.21	$5,646.24
COB42404	COMBINATION CONCRETE CURB AND SW 6"	4,889.000	SF	$ 22.18	$108,438.02
COB42405	CONCRETE STEPS	124.000	SF	$ 35.84	$4,444.16
X7015005	CHANGEABLE MESSAGE SIGN	70.000	CD	$ 182.76	$12,793.20

Con't

United Contractors Midwest

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

Z00033700	LONGITUDINAL JOINT SEALANT	33,291.000	FT	$ 3.89	$129,501.99
40600285	POLY BITUMINOUS MATL (PRIME COAT)	61,755.000	LB	$ 2.21	$136,478.55
40602978	HMA BINDER COURSE, IL-9.5, N50	2,938.000	TON	$ 136.50	$401,037.00
40603310	HMA SURFACE COURSE, MIX C, N50	5,821.000	TON	$ 136.50	$794,566.50
40603153	POLY HMA SURFACE COURSE,SMA, N80	2,210.000	TON	$ 165.26	$365,224.60
COB40600	SAND MIX, N50, IL-4.75	1,171.000	TON	$ 177.36	$207,688.56
44000155	HMA SURFACE REMOVAL 1 1/2"	35,061.000	SY	$ 6.06	$212,469.66
44000156	HMA SURFACE REMOVAL 1 3/4"	4,001.000	SY	$ 6.34	$25,366.34
44000157	HMA SURFACE REMOVAL 2"	4,190.000	SY	$ 6.56	$27,486.40
44000158	HMA SURFACE REMOVAL 2 1/4"	5,520.000	SY	$ 6.75	$37,260.00
44000159	HMA SURFACE REMOVAL 2 1/2"	11,451.000	SY	$ 6.75	$77,294.25
44000161	HMA SURFACE REMOVAL 3"	24,410.000	SY	$ 7.50	$183,075.00
44000162	HMA SURFACE REMOVAL 3 1/4"	7,568.000	SY	$ 7.75	$58,652.00
44000100	PAVEMENT REMOVAL	216.000	SY	$ 20.95	$4,525.20
35300210	PCC BASE COURSE 7 1/2"	216.000	SY	$ 85.00	$18,360.00
COB40601	TEMPORARY RAMP	4,468.000	FT	$ 16.24	$72,560.32
COB21100	TOPSOIL PLACEMENT AND SEEDING, SPL	17,877.000	SF	$ 8.10	$144,803.70
78000400	THERMO PAVEMENT MARKING LINE, 6"	9,027.000	FT	$ 3.26	$29,428.02
78000600	THERMO PAVEMENT MARKING LINE, 12"	205.000	FT	$ 6.51	$1,334.55
78000650	THERMO PAVEMENT MARKING LINE, 24"	434.000	FT	$ 12.86	$5,581.24
78000100	THERMO PAVEMENT MARKING L&S	572.000	SF	$ 13.13	$7,510.36
70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	15,775.000	FT	$ 0.92	$14,513.00
70300150	SHORT TERM PAVEMENT MARKING REM	4,816.000	FT	$ 1.48	$7,127.68
COB70100	TRAFFIC CONTROL COMPLETE	1.000	LS	$220,000.00	$220,000.00
COB10900	EXTRA WORK	1.000	LS	$300,000.00	$300,000.00
				Bid Total	**$5,220,438.92**

Thank you for the opportunity to bid this work.

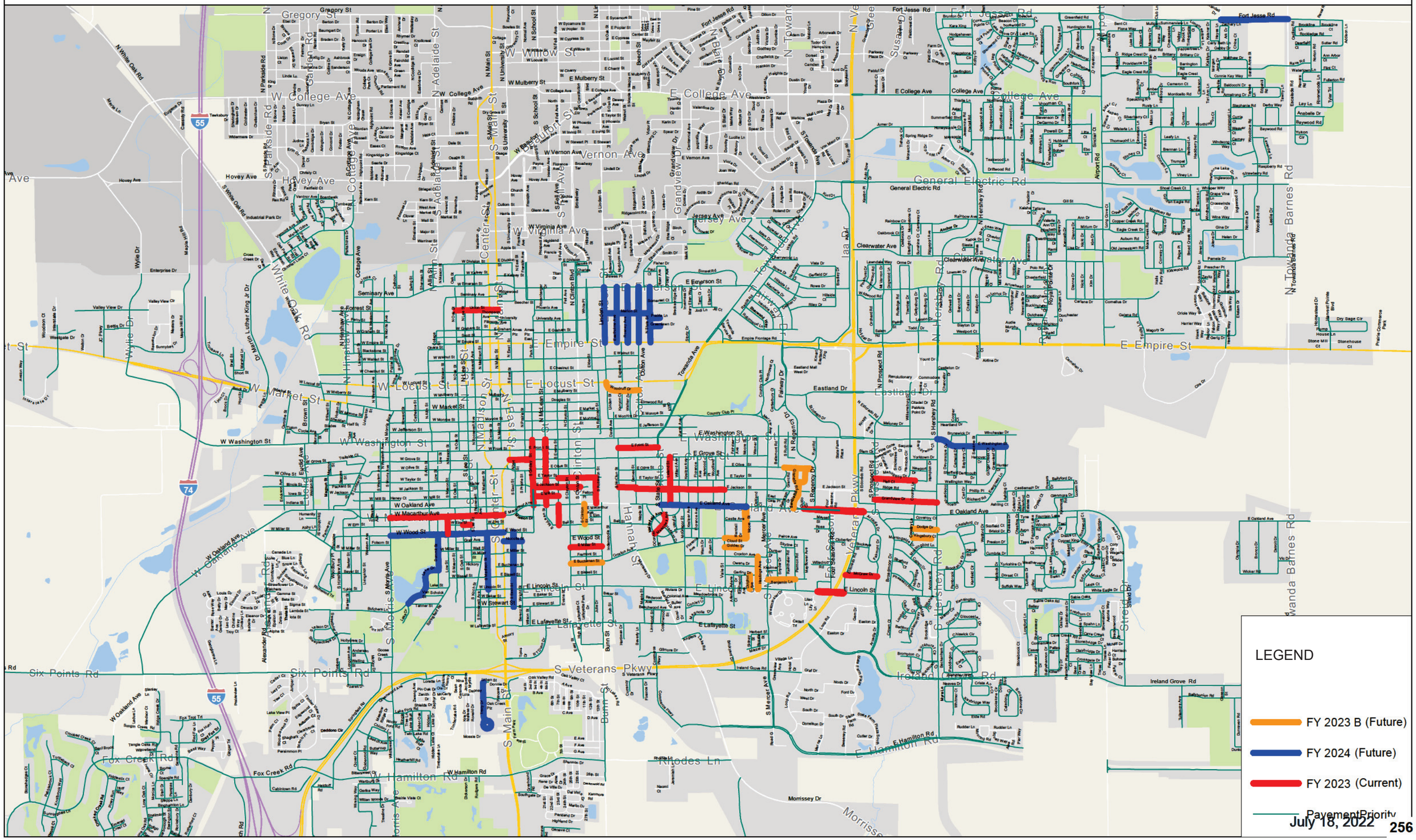
Rowe Construction,
A Division of United Contractors Midwest, Inc.

City of Bloomington Illinois

Public Works Department

FY 2023 AND FY 2024
GENERAL RESURFACING OVERALL MAP

0 2,600 5,200
Feet



FY23 GENERAL RESURFACING STREET LIST

STREET	START	END	AREA SQ YD	LANE [1] MILES
ELM ST	OAK ST	LEE ST	637	0.1
EVANS ST	BELL ST	OAKLAND AVE	1763	0.3
FRONT ST	MCCLUN ST	STATE ST	3441	0.5
GRANDVIEW DR	PROSPECT RD	HERSHEY RD	5168	0.7
GRIDLEY ST	JACKSON ST	WASHINGTON ST	5903	0.8
GROVE ST	EAST ST	GRIDLEY ST	2839	0.4
GROVE ST	VALE ST	FAIRVIEW AVE	420	0.1
HALL CT	PROSPECT RD	COUNTRY LN	4013	0.6
JACKSON ST	GRIDLEY ST	CLINTON ST	3768	0.5
JACKSON ST	MCCLUN ST	VALE ST	9805	1.4
LELAND ST	OAKLAND AVE	GROVE ST	4190	0.6
LINCOLN ST	FOUR SEASONS RD	VETERANS PKWY	3655	0.5
LINCOLN ST	VETERANS PKWY	ELDORADO RD	1985	0.3
LOW ST	WOOD ST	MACARTHUR AVE	1507	0.2
MACARTHUR AVE	MORRIS AVE	LEE ST	7568	1.1
MACARTHUR AVE	LEE ST	MAIN ST	3378	0.5
MCGRAW DR	ELDORADO RD	ARCADIA DR	2318	0.3
MCLEAN ST	OAKLAND AVE	WASHINGTON ST	6929	1.0
MEADOWS AVE	MAIZEFIELD AVE	OAKLAND AVE	3172	0.5
MILL ST	GRIDLEY ST	EVANS ST	2078	0.3
MILLER ST	CLAYTON ST	BUNN ST	2709	0.4
OAKLAND AVE	E OF FOUR SEASONS	VETERANS PKWY	3153	0.4
OAKLAND AVE	VETERANS PKWY	ELDORADO RD	2640	0.4
ROBINSON ST	N OF OAKLAND AVE	TAYLOR ST	2165	0.3
TAYLOR ST	EVANS ST	ROBINSON ST	3071	0.4
UNION ST	OAK ST	MAIN ST	3703	0.5
		TOTAL =	**91978**	**13.1**

(1) A mile of roadway in a single lane

Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

Program	Budget	Bid Award As of 8/8/22	Unencumbered As of 8/8/22
Multi-Year Street and Alley Resurface Program			
General Resurfacing	$ 5,000,000.00	5,220,438.92	(220,438.92)
Pavement Preservation	$ 650,000.00	-	650,000.00
Street, Alley & Sidewalk Maintenance (Bid 2022-34) (3)	$ 200,000.00	173,780.00	26,220.00
Subtotal =	**$ 5,850,000.00**	**$ 5,394,218.92**	**455,781.08**
Multi-Year Sidewalk and Ramp Replacement Program			
Sidewalk and Curb Ramp Replacement Program (Bid 2022-28) (2)	$ 1,150,000.00	1,070,371.28	79,628.72
Subtotal =	**$ 1,150,000.00**	**$ 1,070,371.28**	**79,628.72**
Total =	**$ 7,000,000.00**	**$ 6,464,590.20**	**$ 535,409.80**

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) Approved by Council on April 25, 2022

(3) Approved by Council on May 9, 2022

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RESOLUTION NO. 2022 - 18

A RESOLUTION ESTABLISHING THE STREETS TO BE RESURFACED IN FISCAL YEAR 2023, ADDITIONAL STREETS THAT COULD BE RESURFACED IN FISCAL YEAR 2023 USING AMERICAN RESCUE PLAN ACT FUNDS, AND THE STREETS TO BE RESURFACED IN FISCAL YEAR 2024, AUTHORIZATION TO WAIVE THE TECHNICAL BIDDING REQUIREMENTS, AND AUTHORIZATION FOR CITY STAFF TO NEGOTIATE A CONTRACT WITH ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, FOR THE FY 2023 GENERAL STREET RESURFACING PROGRAM

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, streets for resurfacing have been identified for fiscal year 2023 and 2024; and

WHEREAS, streets identified for Fiscal Year 2023 (“FY 2023”) in the map, attached as Exhibit 1, will be the first priority with additional streets from Fiscal Year 2024 (“FY 2024”) if funding allows; and

WHEREAS, additional streets that could be resurfaced using American Rescue Plan Act funds have been identified for fiscal year 2023; and

WHEREAS, additional streets identified for Fiscal Year 2023 (“FY 2023 B”) in the map. Attached as Exhibit 1, would be resurfaced should the Bloomington City Council decide to use American Rescue Plan Act funds for resurfacing in Fiscal Year 2023; and

WHEREAS, Rowe Construction - A Division of United Contractors Midwest (UCM) was the sole bidder on this annual contract for over 6 years; and

WHEREAS, it is anticipated UCM would be the sole bidder if the project were subject to a competitive bid; and

WHEREAS, the City staff believe that a better end product will be achieved through utilizing the bid waiver process and direct negotiations with UCM; and

WHEREAS, UCM will be able to more accurately bid the work because they will have fewer uncertainties and UCM’s prior experience and depth of knowledge about resurfacing will provide an opportunity for them to make recommendations on how the work can be accomplished in a more efficient manner; and

WHEREAS, direct negotiations with UCM will expedite the commencement of work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

That the recitals set forth above are incorporated herein, the City Manager, or designated representatives, are authorized to negotiate the Contract and bring the same back for formal approval by the City Council, and the streets outlined in Exhibit 1 are approved as the streets to be resurfaced.

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PASSED this 9th day of May 2022.

APPROVED this 10th day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwikamba

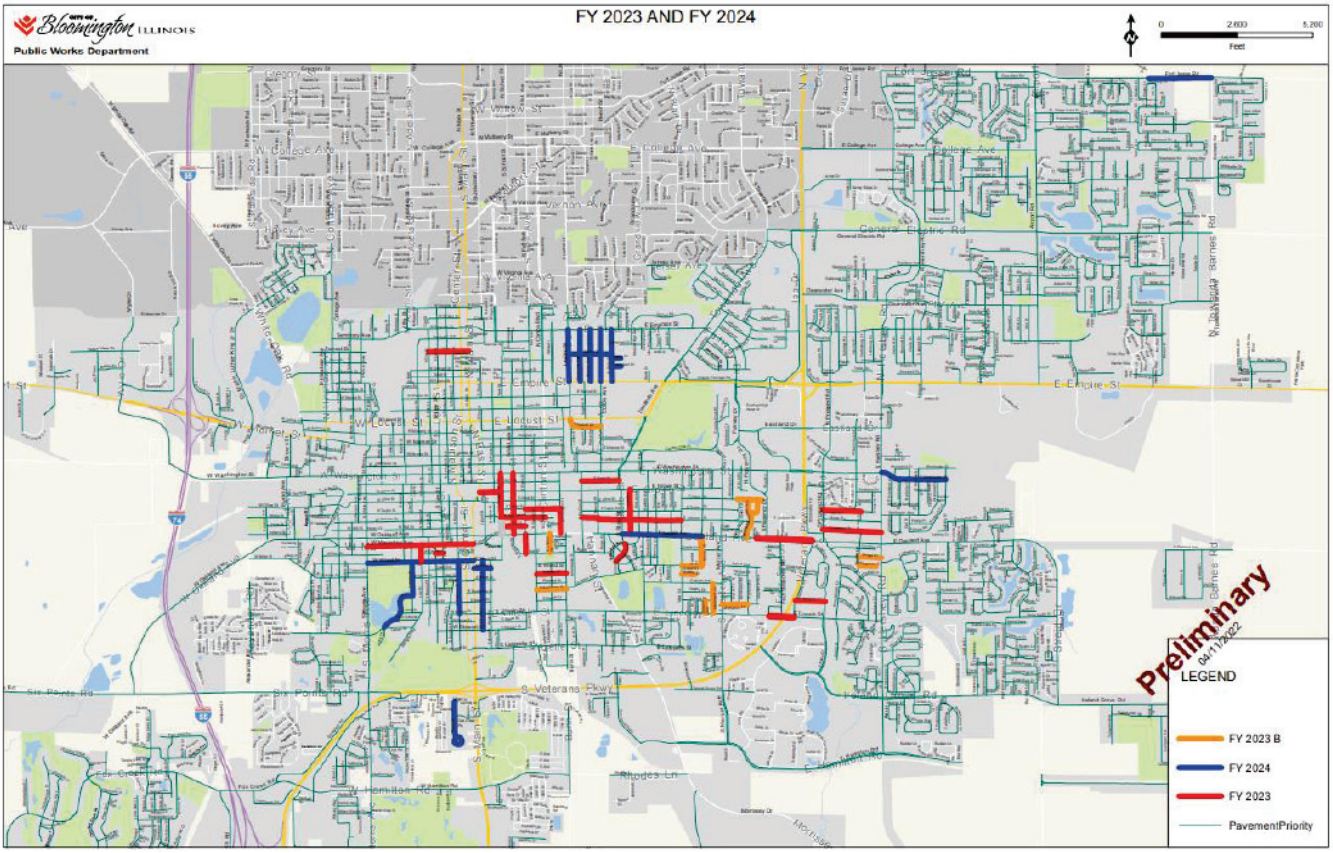
Mboka Mwikambwe, Mayor

ATTEST

Leslie Smith-Yocum

Leslie Smith-Yocum, City Clerk

Exhibit 1


Bloomington ILLINOIS
Public Works Department
FY 2023 AND FY 2024
0
2,600
5,200
Feet
Preliminary
04/11/2022
LEGEND
FY 2023 B
FY 2024
FY 2023
PavementPriority
E Empire St
E Locust St
E Veterans Pkwy
Rhodes Ln
Barnes Rd

REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: August 8, 2022

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a City of Bloomington Resolution of Adoption of the McLean County Multi-Jurisdictional All Hazards Mitigation Plan, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:
Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
Objective 1e. Partnering with others for the most cost-effective service delivery
Objective 4a. Residents feeling safe in their homes and neighborhoods
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Public Works is recommending the approval of a City of Bloomington Resolution of Adoption of the McLean County Multi-Jurisdictional All Hazards Mitigation Plan.

Each year, natural hazards (i.e., severe thunderstorms, tornadoes, severe winter storms, flooding, etc.) cause damage to property and threaten the lives and health of the residents of McLean County. Since 1968, McLean County has been included in seven federally-declared disasters. While natural hazards cannot be avoided, their impacts can be reduced through effective hazard mitigation planning. This prevention-related concept of emergency management often receives the least amount of attention, yet it is one of the most important steps in creating a hazard-resistant community.

The McLean County Multi-Jurisdictional All Hazards Mitigation Plan (the Plan) was developed through the McLean County Multi-Jurisdictional All Hazards Mitigation Planning Committee (Planning Committee). The Plan was prepared to comply with the Disaster Mitigation Act of 2000 and incorporates the nine recommended tasks for developing or updating a local hazard mitigation plan as outlined in Federal Emergency Management Agency's (FEMA) Local Mitigation Planning Handbook.

The Plan development was led at the staff level by Cathy Beck, the Acting Director of the McLean County Emergency Management Agency. American Environmental Corp., an environmental consulting firm with experience in hazard mitigation, risk assessment and public involvement, was employed to guide the County and participating jurisdictions through the planning process.

Participation in the planning process, especially by the County and local government representatives, was crucial to the development of the Plan. To ensure that all participating jurisdictions took part in the planning process, participation requirements were established. Each participating jurisdiction agreed to satisfy the following requirements in order to be included in the Plan. All of the participating jurisdictions met the participation requirements which included:

- Attend at least one Planning Committee meeting.
- Identify/submit a list of documents (i.e., plans, studies, reports, maps, etc.) relevant to the all hazard mitigation planning process.
- Identify/submit a list of critical infrastructure and facilities.
- Review the risk assessment and provide additional information on events and damages when available.
- Participate in the development of the mitigation goals.
- Identify and submit a list of mitigation actions.
- Review and comment on the draft Plan.
- Formally adopt the Plan.
- Where applicable, incorporate the Plan into existing planning efforts.
- Participate in the Plan update maintenance.

Additional information is provided in the McLean County Multi-Jurisdictional All Hazards Mitigation Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: To engage the public in the planning process, a comprehensive public involvement strategy was developed. The strategy was structured to engage the public in a two-way dialogue, encouraging the exchange of information throughout the planning process. A mix of public involvement techniques and practices were utilized to:

- disseminate information;
- identify additional useful information about natural hazard occurrences and impacts;
- assure that interested residents would be involved throughout the Plan's development; and
- cultivate ownership of the Plan, thus increasing the likelihood of adoption by the participating jurisdictions.

The dialogue with the public followed proven risk communication principles to help assure clarity and avoid overstating or understating the impacts posed by the natural and man-made hazards identified in the Plan. Public involvement techniques and practices (outlined in the plan) were applied to give the public an opportunity to access information and participate in the dialogue at their level of interest and availability. Additional information is provided in the McLean County Multi-Jurisdictional All Hazards Mitigation Plan.

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 PS-3. A comprehensive emergency preparedness plan, Objective PS-3.1. Ensure the safety of Bloomington's residents in an emergency situation, Objective PS-3.2. Integrate the City's emergency preparedness plan with the County's emergency preparedness plan. Goal PS-4.

Intergovernmental Cooperation, Objective PS-4.1. Enhance existing intergovernmental cooperation across all public services.

Respectfully submitted for consideration.

Prepared by: Michael Hill, Management Analyst

ATTACHMENTS:
PW 4B Resolution_McLean County Multi-Jurisdictional All Hazards Mitigation Plan
PW 4C Bloomington Projects_McLean County Multi-Jurisdictional All Hazards Mitigation Plan

RESOLUTION NO. 2022 - _____

CITY OF BLOOMINGTON RESOLUTION OF ADOPTION OF THE MCLEAN COUNTY MULTI-JURISDICTIONAL ALL HAZARDS MITIGATION PLAN

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

WHEREAS, the CITY is subject to natural and man-made hazards including severe thunderstorms, severe winter storms, floods, tornadoes, and drought, among others, that pose risks to public health and property; and

WHEREAS, the CITY desires to prepare and mitigate for such natural and man-made hazards; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Plan as a condition of receipt of certain future Federal mitigation funding after November 1, 2004; and

WHEREAS, the McLean County Multi-Jurisdictional All Hazards Mitigation Plan was developed in accordance with the regulations of the Disaster Mitigation Act of 2000 and the guidance provided by FEMA; and

WHEREAS, the CITY has participated in developing the McLean County Multi-Jurisdictional All Hazards Mitigation Plan covering member jurisdictions of McLean County; and

WHEREAS, the Bloomington City Council finds it to be in the best interest of the CITY to adopt the McLean County Multi-Jurisdictional All Hazards Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

SECTION 1. That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure any necessary documents.

SECTION 2. That the CITY hereby adopts the McLean County Multi-Jurisdictional All Hazards Mitigation Plan as the official Hazard Mitigation Plan of the CITY

SECTION 3. That the CITY hereby agrees to participate in the annual and 5-year updates to this Plan.

PASSED this 8th day of August 2022.

APPROVED this _____ day of August 2022.

CITY OF BLOOMINGTON

_____

Mboka Mwilambwe, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

Figure MIT-8
Bloomington Hazard Mitigation Actions
(Sheet 1 of 4)

Priority	Activity/Project Description	Hazard(s) to be Mitigated	Type of Mitigation Activity	Size of Population Affected	Goal(s) Met	Reduce Effects of Hazard(s) on Buildings & Infrastructure		Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s)†	Cost/Benefit Analysis
						New	Existing				
LM	*Hydraulic Modeling of Combined Sewer System Part 1* Model and evaluate the existing combined sewer drainage system in the area of the proposed East Street Detention Pond. Modeling will be used to design proposed improvement.	F, SS	E&A	Small	2, 3, 5, 7	n/a	n/a	City Engineer	1 year	City	Low/Medium
HM	*East Street Detention Basin & associated storm sewer improvement* Construct East Street Detention Basin and separate associated storm sewer system in the area to better manage stormwater runoff, alleviate flooding in this older area of the City and mitigate risk to Transportation and Food, Water, Shelter Community Lifelines.	F, SS	S&IP	Small	2, 3 5	Yes	Yes	City Engineer	3 years	City / FEMA FMA or HMGP / IEPA GIGO	Medium/High
LM	*Hydraulic Modeling of Combined Sewer System Part 2* Model and evaluate existing combined sewer drainage systems in other areas of the City to identify design solutions to alleviate sewer backups and surface flooding.	F, SS	E&A	Small	2, 3, 5, 7	n/a	n/a	City Engineer	2 years	City	Low/Medium
HM	*Nicor Detention Basin & associated storm sewer improvement* In conjunction with Nicor, construct a detention basin at a remediated former Manufactured Gas Plant (MGP) site and separate associated storm sewer system in an older area of the City to better manage stormwater runoff, alleviate flooding and mitigate risk to Transportation and Food, Water, Shelter Community Lifelines.	F, SS	S&IP	Small	2, 3 5	Yes	Yes	City Engineer	5 years	City / Nicor / FEMA FMA or HMGP / IEPA GIGO	Medium/High

† Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of large-scale activities/projects is unlikely due to the budgetary constraints experienced by a city of this size (approx. 78,000 individuals.) The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

Acronyms

Priority

HM	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the most significant hazards
LM	Mitigation action with the potential to reduce impacts from the most significant hazards
HL	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the less significant hazards
LL	Mitigation action with the potential to reduce impacts from the less significant hazards

Hazard(s) to be Mitigated:

DF	Dam Failure	MMH	Man-made Hazard
DR	Drought	MS	Mine Subsidence
EC	Extreme Cold	SS	Severe Storm
EH	Excessive Heat	SWS	Severe Winter Storm
EQ	Earthquake	T	Tornado
F	Flood		

Type of Mitigation Activity:

E&A	Education & Awareness	NSP	Natural Systems Protection
LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure Projects

Figure MIT-8
Bloomington Hazard Mitigation Actions
(Sheet 2 of 4)

Priority	Activity/Project Description	Hazard(s) to be Mitigated	Type of Mitigation Activity	Size of Population Affected	Goal(s) Met	Reduce Effects of Hazard(s) on Buildings & Infrastructure		Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s)†	Cost/Benefit Analysis
						New	Existing				
HM	*Storm Sewer Extension Project – East Street Detention Basin/Nicor Detention Basin* Construct a new, separated storm sewer line between the East Street and Nicor Detention Basins to better manage stormwater runoff, alleviate flooding and mitigate risk to Transportation and Food, Water, Shelter Community Lifelines.	F, SS	S&IP	Small	2, 3, 5	Yes	Yes	City Engineer	9 years	City / FEMA FMA or HMGP / IEPA SRF	High/High
HM	*Locust/Colton Combined Sewer Overflows (CSO) Elimination /Sewer Separation Phase 4 & 5* Separate combined sewer system at Locust and Colton streets to eliminate two permitted CSOs, reduce flow rates to wastewater treatment plant, increases system resilience and mitigate risk to Transportation and Food, Water, Shelter Community Lifelines.	F, SS	S&IP	Small	2, 3, 5, 6	Yes	Yes	City Engineer	3 years	City / FEMA FMA or HMGP / IEPA SRF	High/High
HM	*Locust/Colton Combined Sewer Overflows (CSO) Elimination /Sewer Separation Phase 8* Separate combined sewer system at Locust and Colton streets to eliminate two permitted CSOs, reduce flow rates to wastewater treatment plant, increases system resilience and mitigate risk to Transportation and Food, Water, Shelter Community Lifelines.	F, SS	S&IP	Small	2, 3, 5, 6	Yes	Yes	City Engineer	5 years	City / FEMA FMA or HMGP / IEPA SRF	High/High

† Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of large-scale activities/projects is unlikely due to the budgetary constraints experienced by a city of this size (approx. 78,000 individuals.) The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

Acronyms

Priority

HM	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the most significant hazards
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HL	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the less significant hazards
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Hazard(s) to be Mitigated:

DF	Dam Failure	MMH	Man-made Hazard
DR	Drought	MS	Mine Subsidence
EC	Extreme Cold	SS	Severe Storm
EH	Excessive Heat	SWS	Severe Winter Storm
EQ	Earthquake	T	Tornado
F	Flood		

Type of Mitigation Activity:

E&A	Education & Awareness	NSP	Natural Systems Protection
LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure Projects

Figure MIT-8
Bloomington Hazard Mitigation Actions
(Sheet 3 of 4)

Priority	Activity/Project Description	Hazard(s) to be Mitigated	Type of Mitigation Activity	Size of Population Affected	Goal(s) Met	Reduce Effects of Hazard(s) on Buildings & Infrastructure		Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s)†	Cost/Benefit Analysis
						New	Existing				
HM	*Locust/Colton Combined Sewer Overflows (CSO) Elimination /Sewer Separation Phase 9* Separate combined sewer system at Locust and Colton streets to eliminate two permitted CSOs, reduce flow rates to wastewater treatment plant, increases system resilience and mitigate risk to Transportation and Food, Water, Shelter Community Lifelines.	F, SS	S&IP	Small	2, 3, 5, 6	Yes	Yes	City Engineer	6 years	City / FEMA FMA or HMGP / IEPA SRF	High/High
HM	*Valley Sewer/Maizefield Combined Sewer Overflows (CSO) Elimination* Separate combined sewer system to eliminate a permitted, multi-part CSOs, reduce flow rates to wastewater treatment plant, increases system resilience and mitigate risk to Transportation and Food, Water, Shelter Community Lifelines.	F, SS	S&IP	Small	2, 3, 5, 6	Yes	Yes	City Engineer	2-7 years	City / FEMA FMA or HMGP / IEPA SRF	High/High
HM	Design and construct a multi-use Emergency Operations Center (EOC) that serves as a central command and control facility for carrying out emergency management and ensuring the continuity of operations/government for the City during hazard events. This facility would mitigate the risk and ensure functionality of Communications and Safety & Security Community Lifelines.	DF, EC, EQ, F, MMH, MS, SS, SWS, T	S&IP	Large	2, 3, 5	Yes	n/a	Fire Chief / Police Chief	2-4 years	City / FEMA HMGP	Medium/High

† Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of large-scale activities/projects is unlikely due to the budgetary constraints experienced by a city of this size (approx. 78,000 individuals.) The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

Acronyms

Priority

HM	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the most significant hazards
LM	Mitigation action with the potential to reduce impacts from the most significant hazards
HL	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the less significant hazards
LL	Mitigation action with the potential to reduce impacts from the less significant hazards

Hazard(s) to be Mitigated:

DF	Dam Failure	MMH	Man-made Hazard
DR	Drought	MS	Mine Subsidence
EC	Extreme Cold	SS	Severe Storm
EH	Excessive Heat	SWS	Severe Winter Storm
EQ	Earthquake	T	Tornado
F	Flood		

Type of Mitigation Activity:

E&A	Education & Awareness	NSP	Natural Systems Protection
LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure Projects

Figure MIT-8
Bloomington Hazard Mitigation Actions
(Sheet 4 of 4)

Priority	Activity/Project Description	Hazard(s) to be Mitigated	Type of Mitigation Activity	Size of Population Affected	Goal(s) Met	Reduce Effects of Hazard(s) on Buildings & Infrastructure		Organization / Department Responsible for Implementation & Administration	Time Frame to Complete Activity	Funding Source(s)†	Cost/Benefit Analysis
						New	Existing				
LL	Update the Miller Park Dam Emergency Action Plan (EAP) to include a table that identifies the extent (water depth, speed of onset, warning times, etc.) of a potential dam failure to address data deficiencies.	DF	E&A	Small	2, 3, 5	Yes	Yes	City Engineer	1-3 years	City	Low/Low
LM	Distribute public information materials that inform residents about the risks to life and property associated with natural hazards and man-made hazards that impact the City and the proactive actions they can take to reduce their risk.	DF, DR, EC, EH, EQ, F, MMH, MS, SS, SWS, T	E&A	Large	1	n/a	n/a	Fire Chief	2-5 years	City	Low/Medium
HM	Review the revised Flood Insurance Rate Maps (FIRMs) when they become available. Update the flood ordinance to reflect the revised FIRMs and present both for adoption. Enforce flood ordinance to ensure new development does not increase flood vulnerability or create unintended exposures to flooding.*	F	LP&R	Small	1, 2, 4, 6, 7	Yes	Yes	Mayor City Council / Planning & Zoning Director	1-5 years	City	Low/Medium
LM	Make the most recent Flood Insurance Rate Maps available at the Planning & Zoning Department Office to assist the public in considering where to construct new buildings.*	F	E&A	Small	1, 2, 6, 7	Yes	n/a	Planning & Zoning Director	1-3 years	City	Low/Low
LM	Make City officials aware of the most recent Flood Insurance Rate Maps and issues related to construction in a floodplain.*	F	E&A	Small	1, 2, 6, 7	Yes	n/a	Planning & Zoning Director	1-5 years	City	Low/Low

† Identifies the most likely funding source to be pursued for the activity/project described. However, if funding is unavailable through the most likely or other suggested sources, then implementation of large-scale activities/projects is unlikely due to the budgetary constraints experienced by a city of this size (approx. 78,000 individuals.) The City works hard to maintain critical services to its residents. Additional funding is necessary if implementation is to be achieved within the time frames specified.

* Mitigation action to ensure continued compliance with NFIP.

Acronyms

Priority

HM	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the most significant hazards
LM	Mitigation action with the potential to reduce impacts from the most significant hazards
HL	Mitigation action with the potential to virtually eliminate or significantly reduce impacts from the less significant hazards
LL	Mitigation action with the potential to reduce impacts from the less significant hazards

Hazard(s) to be Mitigated:

DF	Dam Failure	MMH	Man-made Hazard
DR	Drought	MS	Mine Subsidence
EC	Extreme Cold	SS	Severe Storm
EH	Excessive Heat	SWS	Severe Winter Storm
EQ	Earthquake	T	Tornado
F	Flood		

Type of Mitigation Activity:

E&A	Education & Awareness	NSP	Natural Systems Protection
LP&R	Local Plans & Regulations	S&IP	Structure & Infrastructure Projects