

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
JULY 24, 2023



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) AUDITORIUM
600 N EAST STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 24, 2023, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Recognition of a Board and Commission Reappointment, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Presentation and Recognition of the 2023 Youth Enrichment Program Participants, as requested by the City Clerk Department and the Human Resources Department. (*Recommended Motion: None; Presentation Only.*) (*Presentation by Nicole Albertson, Human Resources Director; Jenny Smith, Recruiter; and the 2023 Mentee Participants, 20 minutes; and City Council Discussion, 10 minutes.*)
- 6. Public Hearing**
 - A. Public Hearing on an Annexation Agreement with Bloomington 77 Developments, LLC, Pertaining to Property Commonly Located North of West Market Street (State Route 9), Near the Eastern Terminus of Old Peoria Court, Consisting of 77 Acres More or Less (PIN: 13-36-326-002), as requested by the Economic & Community Development Department. (*Recommended Motion: None; presentation and public hearing only.*) (*Presentation by Melissa Hon, Economic & Community Development Director; Neil Finlen, Project Engineer; and Phil Hoffman, Project Developer Representative, 10 minutes; and City Council Discussion, N/A.*)
- 7. Public Comment**

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

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

- A. Consideration and Action to Approve the Minutes of the May 15, 2023 Regular Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve the Minutes of the June 26, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and Action to Approve Bills and Payroll in the Amount of \$9,872,522.72, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and Action on the Purchase of Ammunition for the Police Department, in the Amount of \$66,275, as requested by the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action to Approve an Agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2024 Pavement Preservation Reclamite Program, in the Amount of \$91,018.90, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- F. Consideration and Action to Approve an Agreement with Stark Excavating, Inc., for Excavation Materials Disposal (Bid #2023-33), in the Amount of \$31.00 per Ton of Excavation Materials for Fiscal Year 2024, \$32.25 per Ton for Fiscal Year 2025, and \$33.50 per Ton for Fiscal Year 2026, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- G. Consideration and Action on an Agreement with Dewberry Engineers, Inc., for Solar Evaluation and Preliminary Design, in the Amount of \$62,500, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- H. Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with Donelson Construction Company, LLC, for High-Pressure Slurry Seal Pavement Preservation, in the Amount of \$612,148.80, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on an Ordinance Approving the Final Plat of Third Addition to the Links at Ireland Grove Road Subdivision and a Storm Water Detention Easement Vacation, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lot 2 Morrissey Crossing, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District for the Property Located at 1303 E. Washington Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

- L. Consideration and Action on an Ordinance Approving a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District for the Property Located at 1 Breckenwood Court, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and Action on an Ordinance Approving the Second Amendment to the Agreement for Energy Brokerage Services with the Stone River Group Regarding Term Extension, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

- A. Consideration and Action on a Resolution Authorizing an Annexation Agreement with Bloomington 77 Developments, LLC, Pertaining to Property Commonly Located North of West Market Street (State Route 9), Near the Eastern Terminus of Old Peoria Court, Consisting of 77 Acres More or Less (PIN: 13-36-326-002), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council Discussion, 10 minutes.)*

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included reappointment is representative of City Council's approval from the June 26, 2023 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Recognition of Appointments](#)



Reappointment

Linda Foster: Connect Transit Board



RECOGNITION/APPOINTMENTS ITEM NO. 5.B.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: None; Presentation Only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: The Youth Enrichment Program started in 2019 to support a partnership between youth and local government in the City of Bloomington. Students aged 15-22 are matched with a mentor in one of the City's 14 departments to learn skills in civic engagement, office etiquette, and collaboration. For high school students, the program provides a comprehensive understanding of the professional duties that support municipal governments. For college students, the program creates an authentic channel through which young adults can explore their interests, future career paths, and strengths in an office environment. All participants gain a sense of responsibility for the City's well-being, which is essential to local government whose future depends on today's youth.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Jule Foundation, YouthBuild, the NAACP (National Association for the Advancement of Colored People), and McLean County schools.

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: Anusha Nadkarni, Assistant to the Deputy City Clerk



PUBLIC HEARING ITEM NO. 6.A.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: Ward 7

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

RECOMMENDED MOTION: None; presentation and public hearing only.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

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

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Bloomington 77 Developments, LLC, has submitted a request for approval of an Annexation Agreement, including a proposed Zoning Map Amendment, for an approximately 77-acre property generally located north of West Market Street, near the eastern terminus of Old Peoria Court.

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

On Wednesday, July 5, 2023, the Planning Commission held a public hearing and voted 7-0-0 to recommend approval of the Annexation Agreement and Zoning Map Amendment, with no conditions or alterations. The recommendation is consistent with the staff's recommendation.

On Wednesday, July 19, 2023, the Zoning Board of Appeals held a public hearing and voted 7-0-0 to recommend approval of the Special Use Permit component of the Annexation Agreement, with no conditions or alterations. The recommendation is consistent with staff's recommendation.

Summary of the Request:

- 700-800 multiple-family residential dwelling units, including apartments and townhomes, with an associated community center
- 114,000 square feet of commercial uses

- An outdoor running and biking trail, in an overall walkable community
- No exemptions or Variations to the Zoning or Subdivision Code have been requested as part of this Agreement

Upon Annexation, all acreage is proposed to be zoned M-1 (Restricted Manufacturing) District, with approximately 11 acres nearest the north end of the property and approximately 12 acres nearest the south end of the property allowed to change to B-2 (Local Commercial) District in the future.

The Applicant will be responsible for the construction and cost of a majority of the infrastructure for the new development, with tap-on fees contributing to the cost of existing water and sewer infrastructure. Parkland Dedication obligations will be provided through either dedication of property identified by the City as desirable for the construction of a community park, for which the bulk of the cost of construction may be funded from fee-in-lieu payments from other projects, or by payment of a fee in lieu that may be used to support other existing or future parks in the area.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice was published in *The Pantagraph* on Tuesday, June 20, 2023, for the Planning Commission public hearing. Courtesy notices were mailed to 24 property owners within 500 feet of the subject property. Notice was published in *The Pantagraph* on Monday, July 2, 2023, for the Zoning Board of Appeals public hearing. Courtesy notices were mailed to 24 property owners within 500 feet of the subject property.

The Applicant provided notice of the public hearing, by Certified Mail, to the following parties on July 11, 2023: Danvers Fire Protection District, Carlock Public Library District, the Dry Grove Township Commission of Highways, the Dry Grove Board of Town Trustees, the Dry Grove Board of Town Trustees, the Dry Grove Township Supervisor, and the Dry Grove Township Clerk, McLean County Unit 5 School District, Heartland Community College, Bloomington-Normal Water Reclamation District, and Bloomington-Normal Airport Authority.

Additionally, the notice for the public hearing at City Council was published in *The Pantagraph* on Thursday, July 6, 2023.

FINANCIAL IMPACT: The proposed Annexation and Zoning Map Amendment will allow for investment and development on a Tier 2 vacant property adding to the City's tax base. It would also help to fulfill the need for quality non-student multi-family housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis near existing employment centers like Rivian where nearly half of the workforce lives outside of the Bloomington-Normal Area. Providing opportunities for workers to live closer to work and to take advantage of the City amenities in the area could increase future revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs)

equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits); Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), and ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends); Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core); and Goal HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City), Objective HL-1.2a (Increase developed outdoor parkland to reach 10 acres per 1,000 residents)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, City Planner

ATTACHMENTS:

[E&CD 1B - W Rt 9 Project Annexation Agreement](#)

[E&CD 1C - Proof of Legal Notice in The Pantagraph](#)

[E&CD 1D - Certified Mail Notices](#)

ANNEXATION AGREEMENT

Pertaining to Property Commonly Located North of West Market Street (State Route 9), Near the Eastern Terminus of Old Peoria Court (PIN: 13-36-326-002)

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City,” Premier Luxury Rentals, LLC, an Illinois limited liability company d/b/a Bloomington 77 Developments, L.L.C., their successors, or assigns, hereinafter referred to as “Developer”, contract purchaser from the property owner, and KACO, INC., an Illinois corporation, hereinafter referred to as “Owner”, enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of approximately 77 Acres, less public right-of-way, with frontage on West Market Street and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and

WHEREAS, a legally enforceable Real Estate Sale Agreement exists between the Owner and Developer for the subject Property; and

WHEREAS, Developer has submitted a Concept Plan for the Bloomington 77 Development, attached hereto and made a part hereof by this reference as Exhibit “B” (hereinafter “Concept Plan”), of how it proposes to develop the Property; and

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

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

WHEREAS, the Developer is desirous of having said premises zoned M-1 (Restricted Manufacturing), for the Property, as shown on the “Zoning and Annexation Plat”, attached hereto and made a part hereof by this reference as Exhibit “C,” upon annexation to the City **(all Lots referenced shall include any subdivisions thereof)**; and

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

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

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

1. ANNEXATION PETITIONS.

Developer, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit “A” to the City’s corporate limits, no later than 30 days after the transfer of ownership of the subject Property from the Owner to the Developer. Upon submission of any Petition to Annex, the City shall publicize and give such notices as are required to annex the Premises, except those required by certified mail or registered mail in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), which shall be the responsibility of the annexing party to issue at least 10 days in advance of the date of annexation.

2. ANNEXATION.

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

3. ZONING.

- A. City agrees to rezone the Premises, upon annexation, to M-1 (Restricted Manufacturing) subsequent to any public hearings required by the City Code.
- B. For the purpose of development on the Premises, for the duration of this Agreement, “Single-Family Attached Dwellings,” commonly referred to as “Townhomes” or “Rowhomes” shall be defined and allowed as “Multiple-Family Dwellings.”
- C. Developer reserves the right to rezone up to 23 acres, as indicated on the “Annexation Plat” in Exhibit “C,” to B-2 (Local Commercial) District by means of an Ordinance(s) passed pursuant to this Agreement, the public hearing required for such rezoning having been held before the Bloomington Planning Commission concurrently with the public hearing required on this Agreement, after notice required by law and ordinance.
- D. City agrees to approve a Special Use Permit for the Premises, upon annexation, to allow Multiple-Family Dwellings subsequent to any public hearings required by the City Code. This Special Use Permit shall have an extended timeline for automatic revocation, notwithstanding the provisions of § 44-1707K of the City Code, of 5 years. All other provisions relating to Changes and Discontinuance of the Special Use shall remain in force.

4. DEVELOPMENT OBLIGATIONS.

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

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

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

(1) The Developer shall complete and bear the cost of a Traffic Study and Intersection Design Study (collectively referred to as "Transportation Studies"), to evaluate the impacts of the subject development on any public roadways and/or transportation systems.

(2) West Market Street (State Route 9/US 150)

(a) No Adjacent Substandard Roadway Guaranty and Surety will be required. However, the Developer shall design and construct any necessary improvements for the main access to the subdivision at West Market Street (State Route 9/US 150) such as right or left turn lanes, or traffic signals, as determined by the Transportation Studies and as required by the Illinois Department of Transportation ("IDOT") at no cost to the City. Right-of-way and easements shall be dedicated as determined by the Transportation Studies and by construction plans approved by the City.

(3) Old Peoria Court

(a) At the Time of Concept Plan Approval: The Developer shall indicate a Temporary Access Road (hereafter "Temporary Access") between the southern portion of the planned development and Old Peoria Court, to serve as a second means of ingress and egress until such time that the future Enterprise Drive is constructed along the northern border of the Property and is available for use as public ingress/egress of the Property.

- i. The Temporary Access is not required to be paved, and may be constructed of aggregate, tar and chip, or an equivalent material as approved by the City Engineer.
- ii. The Temporary Access shall be limited access, gated, have an Emergency Key Box installed, and shall be clearly labeled as "Emergency and Authorized Vehicle Access Only."
- iii. Before issuance of any Final Certificate(s) of Occupancy for improvements on the Property, the Temporary Access shall be fully constructed, inspected, and approved by the appropriate City Staff or representative(s).
- iv. The Temporary Access shall be maintained by the Developer until such time as it is no longer required.
- v. Upon completion and opening to traffic of the future Enterprise Drive along the northern boundary of the Property, the Temporary Access shall be removed, any required adjustments shall be made to bring the acreage formerly used for the Temporary Access into compliance with the relevant City Code(s), and the portions of the Property formerly underlying the Temporary Access shall be restored to fulfill

development intensity, open space, or green space requirements as per City Code, or be converted into a part of the parking lot area. The Developer is solely responsible for removal of the system and all costs, financial or otherwise, of removal. A Surety will be furnished per City requirements for these improvements.

- (b) At the Time of Platting Developer shall provide an Adjacent Substandard Roadway Guaranty and Surety for Old Peoria Court in the amount of \$90,650.00, based on \$175.00 per frontage foot for that portion of the road between the western boundary of the Property and the eastern terminus of the road. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property. The Adjacent Substandard Street improvement fee will be posted at Final Platting or paid at completion of the road to City Minor Street standards, whichever occurs last.

(4) Interior Streets

- (a) All interior streets shall be built to City Minor Street standards except for the entrance roadways which shall be constructed as at least 3-lane pavements, as determined by the Transportation Studies required by Section 4A(1). Pedestrian access (sidewalks or trail) shall be provided on both sides of all roadways.
- (b) At the Time of Platting, the Developer shall dedicate all necessary right-of-way and easements for required public improvements.
 - i. Streets used for access to the Property, within sections of the Annexation Plat marked "Area to be Zoned M-1 (Possibly B-2)," consisting of approximately 11 acres at the north of the Property and approximately 12 acres at the south of the Property, shall have right-of-way and other appropriate easements dedicated for the creation and construction of public roads. Right of way widths shall accommodate necessary land configuration and intersection improvements, as determined by the Transportation Studies.
 - ii. Streets internal to the development, within the section of the Annexation Plat marked "Area to be Zoned M-1," consisting of approximately 53 acres, shall have dedicated easements but shall be retained as private streets, until such time that a portion of the Property is subdivided, necessitating public ownership and maintenance of said streets to provide public frontage for the creation of legal lots, per the Subdivision Code and Manual of Practice of the City of Bloomington.

(5) Enterprise Drive Extension

- (a) At the Time of Platting, or upon the request of the City, the Owner or Developer shall dedicate 45 feet right-of-way for Enterprise Drive extension, along the northern border of the Property, as depicted on the Concept Plan.
- (b) At the Time of Platting, Developer shall provide an Adjacent Substandard Roadway Guaranty and Surety for Enterprise Drive Extension in the amount of \$232,925.00, based on \$175.00 per frontage foot for that portion of the road between the western boundary of the Property and the eastern boundary of the Property. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property. The Adjacent Substandard Street improvement fee will be posted at Final Platting or paid at completion of the road to City major street standards, whichever occurs last.
- (c) Should the Developer elect to construct any portion of future Enterprise Drive, as depicted in the Concept Plan or other City-approved documents and plans, to provide ingress/egress to the Property, the following conditions shall apply:
 - i. Enterprise Drive shall be constructed to City Collector Street standards, and may be constructed as a two-lane roadway, with signalization or signage, and turning provisions as indicated by the Transportation Studies or the City of Bloomington.
 - ii. Any oversizing of engineering specifications, including paving thickness, as required by the City, shall be paid by the City.
 - iii. Should the Developer elect to construct any portion of the Enterprise Drive public road, Developer may deduct the number of linear feet constructed from the number of frontage feet used to calculate the Adjacent Substandard Roadway Guaranty and Surety owed for Enterprise Drive extension.

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

- (1) Developer may tap and use the existing City of Bloomington water main along the south side of West Market Street, with a tap-on fees and connection charges in the amount of \$9,879.24, based on \$43.33 per linear foot of frontage, payable at the time of Final Platting. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(2) The Developer shall be responsible for constructing the water mains interior to the subdivision.

(3) Right-of-Way. All necessary water mains shall be built within dedicated public right-of-way or dedicated easements as approved in a final Preliminary Plan or Planned Unit Development Plan, subsequent to staff review and any required public hearings.

(4) Improvement Obligations.

(a) Public Water service to the tract will be provided in the following manner: A public water main shall be extended from an existing water main on the south side of West Market Street (Illinois Route 9), designed and constructed per the City's Manual of Practice, and may be constructed in phases as development progresses northward, subject to approval by the City and any other licensing or permitting agencies.

(b) Tap On Fees and Costs for Public Water Improvements. The Developer will pay all costs associated with water main construction. Any oversizing of water mains, as required by the City, shall be paid by the City.

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

(1) Developer may tap and use the existing sewer main along the west or southwest side of Property with a tap-on fees and connection charges in the amount of \$5,472.05 per acre, payable at the time of Final Platting. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(2) The Developer shall be responsible for constructing the sewer mains interior to the subdivision.

(3) As part of constructing the sewer to serve development of the property, the Owner and/or Developer(s) shall ensure that a sanitary sewer stub of at least 8 inches is provided at the northern end of the property to allow future development on the north side of Enterprise Drive to access and tap on to the public sewer line.

(4) Right-of-Way. All necessary sanitary sewers shall be built within dedicated public right-of-way or dedicated easements as approved in a final Preliminary Plan or Planned Unit Development Plan, subsequent to staff review and any required public hearings.

(5) Improvement Obligations.

(a) Sanitary sewer service to the tract will be provided in the following manner:

- i. A sanitary sewer will be extended from an existing sanitary sewer on the west or southwest side of the Property, easterly in a public right-of-way or dedicated easement to serve the property indicated as "Exception" (PIN 13-36-376-001) adjacent to the southeast corner of the Property, unless such property is acquired and dedicated as Parkland, as per section 4E(1)(a) of this Agreement. The cost of said extension shall be deducted from the Tap On Fees and Costs owed.
- ii. Developer shall install any gravity sewers and lift stations required to serve the development interior to the site, as per the City's Manual of Practice.

(b) Tap On Fees and Costs for Public Sanitary Sewer Improvements. The Developer will pay all costs associated with sanitary sewer construction. Any oversizing of sewer mains, as required by the City, shall be paid by the City.

D. **Stormwater Detention** shall be provided as per the Manual of Practice. Shared stormwater facilities, including the detention basin indicated on the Concept Plan, shall remain in private ownership. Should subdivision of the Property occur at a later date, appropriate easements and maintenance agreements shall be required prior to final platting to allow the continued use and management of any shared stormwater management facilities.

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

(1) Dedication or Contribution Obligation. As indicated on the Concept Plan in Exhibit "B," the final residential density for the "Area to be Zoned M-1" indicated on the Annexation Plat as approximately 53 acres is planned to be 790 dwelling units, requiring 17.9 acres dedicated for park purposes.

(2) Fulfillment. The Developer shall have the following options to fulfill their Parkland Dedication or Contribution obligation.

(a) The City agrees to accept dedication of approximately five (5) acres in the southeastern portion of the Property as complete fulfillment of the Developer's dedication obligation, upon the following conditions:

- i. Dedication of the approximately 2.5-acre area in the southeastern portion of the Property, indicated as "Greenspace" on the Concept Plan.
- ii. Acquisition and dedication of the approximately 2.57-acre property listed as "Exception PIN 13-36-376-001" on the Annexation Plat.

iii. Developer shall be responsible for constructing public access to the dedicated acreage from West Market Street (State Route 9).

(b) Alternatively, the City agrees to accept fee in lieu of parkland dedication in the amount of \$25,000.00 per acre, payable at the time of Final Platting.

(3) Upon development, should acreage indicated on the Concept Plan as commercial be used for residential purposes, these obligations shall be recalculated to account for the adjusted final residential density of the subdivision, and a cash contribution in lieu of dedication shall be required to make up the difference, payable at the time of Final Platting.

F. Concept Plan Approval. The City hereby approves the Concept Plan for the property, attached hereto Exhibit “B”.

G. Preliminary Subdivision or Planned Unit Development (PUD) Plan Approval. Within 90 days from the submission of one or more Preliminary Subdivision or PUD Plans in the form and with the content required by the City’s Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve such, if in substantial accordance with the Concept Plan. Further, after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements the City agrees to approve Final Plats, provided they are in substantial accordance with the Concept Plan and approved Preliminary or PUD Plans.

5. OBLIGATION TO DEVELOP PER CODE.

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

6. ANNEXATION TO OTHER TAXING DISTRICTS.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois (“City”):

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

To KACO, Inc. (“Owner”):

C/O Harry J Mathers
KACO, INC
25033 Old Oak Lane
Shorewood, IL 60404

To Bloomington 77 Developments, LLC (“Developer”):

Bloomington 77 Developments
C/O Premier Luxury Rentals, LLC
Attn: William Koffie, Jr., Manager
529 E. 38th Street, Ste. 101
Chicago, IL 60653

with a copy to Meyer Capel (Attorney for the Developer):
C/O Nate Hinch
Meyer Capel
201 E. Grove Street #100
Bloomington, IL 61701

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

12. ADOPTION OF ORDINANCES

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

13. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

A. Time of the Essence. Time is of the essence in the performance of this Agreement.

- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner and Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner and Developer hereby warrant and represent to the City (i) that Owner is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property and Real Estate Sale Agreement with the Developer, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner or Developer will (a) result in a breach or default under any agreement to which the Owner or Developer are a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner, Developer, or the Property is subject.
- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner and Developer agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City, the Owner, or the Developer.
- O. Recording. After the Developer has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, and the adopting Resolution, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Developer to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

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

CITY OF BLOOMINGTON

OWNER
KACO INC

By: _____
Mboka Mwilambwe, Mayor

By: _____
Harry J. Mathers, Trustee

ATTEST

DEVELOPER
Bloomington 77 Developments, L.L.C.,

By: _____
Leslie Smith-Yocum, City Clerk

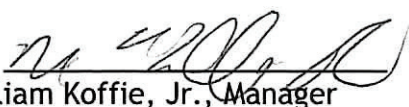
By:  _____
William Koffie, Jr., Manager

EXHIBIT A
Legal Description of Property

Tract 1:

The East Half of the Southwest Quarter of Section 36 and the West 2 Acres of the West Half of the Southeast Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois,
Excepting therefrom that part lying south of the centerline of the Old Peoria to Bloomington Road;

Also excepting therefrom the following tract of land: Beginning at a point on the South Line of said Section 36 lying 33 feet East of the Southwest Corner of the Southeast Quarter of said Section 36, said point is also the Southwest Corner of a General Telephone Company of Illinois Survey recorded as Document No. 67-5948, in the McLean County Recorder of Deeds Office; from said Point of Beginning, thence North 396 feet along a line which is parallel with and 33 feet normally distant East of the West Line of said Southeast Quarter, said line is also the West Line of said General Telephone Company of Illinois Survey; thence West 330 feet along a line parallel with South Line of said Section 36; thence South 396 feet parallel with the West Line of said Southeast Quarter to the South line of said Section 36; thence East 330 feet along the South Line to the Point of Beginning; and also excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

Tract 2:

All that part of the Old Peoria and Bloomington Road in the East Half of the Southwest Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, lying south of the centerline of the Old Peoria to Bloomington Road, excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

PIN: 13-36-326-002

EXHIBIT B Concept Plan for the Bloomington 77 Development



LEGEND

UNIT TYPE:	INVENTORY
3 & 4 Bedroom Townhouse	90 UNITS
1-Bedroom Apartment	269 UNITS
2-Bedroom Apartment	204 UNITS
3-Bedroom Apartment	204 UNITS
Parking Data:	
LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	1,143 Stalls
Garage	180 Stalls
Total	1,323 Stalls
Commercial Data:	
LOCATION	INVENTORY
South Commercial	45,000 sf
North Commercial	69,600 sf
Total	114,000 sf
Parking Data:	
LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	686 Stalls
Total	686 Stalls



Townhouse Data:

90 Units
20' Setback, all sides
2 Stall garages
0.44 FAR

Parking Data:

LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	180 Stalls
Garage	180 Stalls
Total	360 Stalls

Community Center:
6000 sf
10' Setback from Multifamily
20' Setback from Road



3-Story Walk-up Apartments

264 Units
120 1-BR
72 2-BR
72 3-BR
20' Setback, all sides
0.65 FAR

Parking Data:

LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	322 Stalls
Total	322 Stalls



4-Story Multifamily Data:

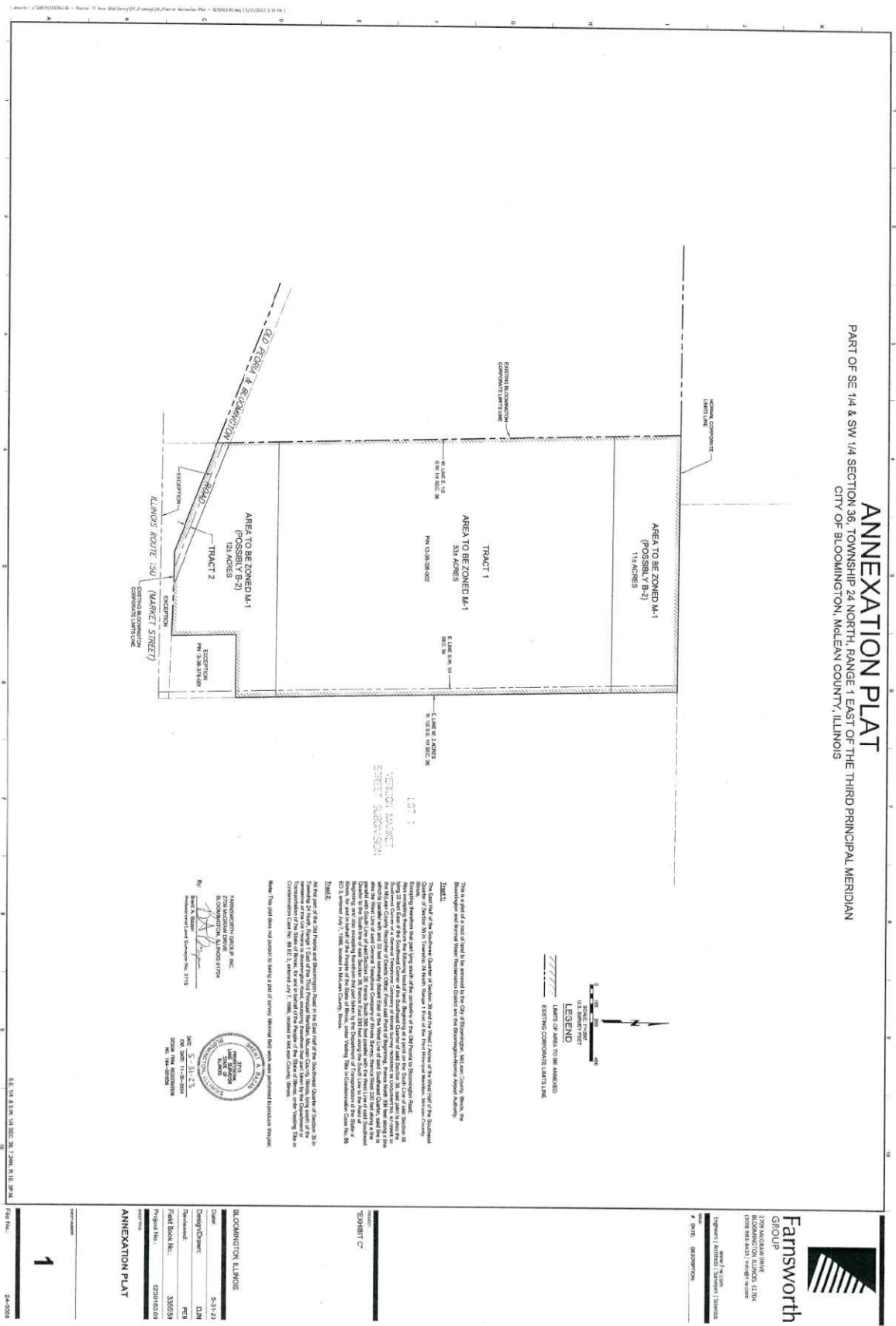
428 Units
35 Studio Apartments
149 1-BR Apartments
132 2-BR Apartments
132 3-BR Apartments

20' Setback, all sides
0.52 FAR

Parking Data:

LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	601 Stalls
Total	601 Stalls

EXHIBIT C
Zoning and Annexation Plat

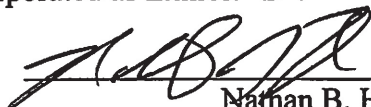


ANNEXATION PETITION
BLOOMINGTON 77 DEVELOPMENT
AFFIDAVIT AND PROOF OF SERVICE OF MAILING
CERTIFIED MAILING

STATE OF ILLINOIS)
)SS
COUNTY OF MCLEAN)

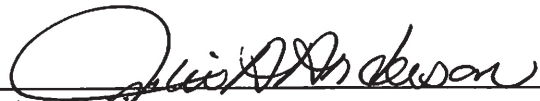
I, the undersigned, being first duly sworn on oath, certify that I served Notices of proposed Annexation Agreement and Petition for Annexation on the Danvers Community Fire Protection District, McLean County Unit 5 School District, Carlock Public Library District, Dry Grove Township, Dry Grove Township Highway Commission, Heartland Community College, Bloomington-Normal Airport Authority, and Bloomington-Normal Water Reclamation District, by placing the Notices in an envelope addressed and with postage fully prepaid; depositing the Notices in envelopes in the United States Post Office at Bloomington, Illinois, at or about 5:00 p.m. on July 11, 2023, and the Notices were sent certified mail, return receipt requested.

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

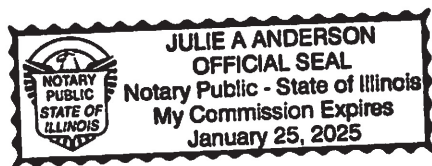


Nathan B. Hinch
Attorney for Bloomington 77 Developments, LLC

Subscribed and sworn to before me this
11 of July, 2023.



Notary Public



NOTICE

TO: President of Danvers Community Fire Protection District
Secretary of Danvers Community Fire Protection District
Treasurer of Danvers Community Fire Protection District
Trustees of Danvers Community Fire Protection District

RE: Proposed Annexation

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

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

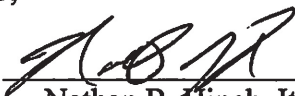
This property is or may be in the Danvers Community Fire Protection District.

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 24, 2023, at 6:00 pm at the Bloomington Center for the Performing Arts, 600 N. East Street, Bloomington, Illinois 61701.

Dated 7/11/2023

BLOOMINGTON 77 DEVELOPMENTS,
LLC,

By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 East Grove Street, Suite 100
Bloomington, IL 61701
Phone: 309/829-9486
Email: nhinch@meyercafel.com

**ANNEXATION DESCRIPTION
LEGAL DESCRIPTION OF THE SUBJECT PREMISES**

Tract 1:

The East Half of the Southwest Quarter of Section 36 and the West 2 Acres of the West Half of the Southeast Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois,

Excepting therefrom that part lying south of the centerline of the Old Peoria to Bloomington Road;

Also excepting therefrom the following tract of land: Beginning at a point on the South Line of said Section 36 lying 33 feet East of the Southwest Corner of the Southeast Quarter of said Section 36, said point is also the Southwest Corner of a General Telephone Company of Illinois Survey recorded as Document No. 67-5948, in the McLean County Recorder of Deeds Office; from said Point of Beginning, thence North 396 feet along a line which is parallel with and 33 feet normally distant East of the West Line of said Southeast Quarter, said line is also the West Line of said General Telephone Company of Illinois Survey; thence West 330 feet along a line parallel with South Line of said Section 36; thence South 396 feet parallel with the West Line of said Southeast Quarter to the South line of said Section 36; thence East 330 feet along the South Line to the Point of Beginning; and also excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the

People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

Tract 2:

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PIN: 13-36-326-002

NOTICE

TO: Superintendent of McLean County Unit 5 School District

RE: Proposed Annexation

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

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

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

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

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Dated 7/11/2023

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LLC,

By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 East Grove Street, Suite 100
Bloomington, IL 61701
Phone: 309/829-9486
Email: nhinch@meyercapel.com

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LEGAL DESCRIPTION OF THE SUBJECT PREMISES**

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PIN: 13-36-326-002

NOTICE

TO: President of Carlock Public Library District
Vice-President of Carlock Public Library District
Secretary of Carlock Public Library District
Treasurer of Carlock Public Library District
Trustees of Carlock Public Library District

RE: Proposed Annexation

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

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

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

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 24, 2023, at 6:00 pm at the Bloomington Center for the Performing Arts, 600 N. East Street, Bloomington, Illinois 61701.

Dated 7/11/2023

BLOOMINGTON 77 DEVELOPMENTS,
LLC,

By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
Nathan B. Hinch
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PIN: 13-36-326-002

NOTICE

TO: Supervisor of Dry Grove Township
Clerk of Dry Grove Township
Trustees of Dry Grove Township

RE: Proposed Annexation

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

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

This property is or may be in the Dry Grove Township.

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

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Dated 7/11/2023

BLOOMINGTON 77 DEVELOPMENTS,
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By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
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PIN: 13-36-326-002

NOTICE

TO: Commissioner of Dry Grove Township Highway Commission

RE: Proposed Annexation

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

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

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 24, 2023, at 6:00 pm at the Bloomington Center for the Performing Arts, 600 N. East Street, Bloomington, Illinois 61701.

Dated 7/11/2023

BLOOMINGTON 77 DEVELOPMENTS,
LLC,

By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 East Grove Street, Suite 100
Bloomington, IL 61701
Phone: 309/829-9486
Email: nhinch@meyercafel.com

**ANNEXATION DESCRIPTION
LEGAL DESCRIPTION OF THE SUBJECT PREMISES**

Tract 1:

The East Half of the Southwest Quarter of Section 36 and the West 2 Acres of the West Half of the Southeast Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois,

Excepting therefrom that part lying south of the centerline of the Old Peoria to Bloomington Road;

Also excepting therefrom the following tract of land: Beginning at a point on the South Line of said Section 36 lying 33 feet East of the Southwest Corner of the Southeast Quarter of said Section 36, said point is also the Southwest Corner of a General Telephone Company of Illinois Survey recorded as Document No. 67-5948, in the McLean County Recorder of Deeds Office; from said Point of Beginning, thence North 396 feet along a line which is parallel with and 33 feet normally distant East of the West Line of said Southeast Quarter, said line is also the West Line of said General Telephone Company of Illinois Survey; thence West 330 feet along a line parallel with South Line of said Section 36; thence South 396 feet parallel with the West Line of said Southeast Quarter to the South line of said Section 36; thence East 330 feet along the South Line to the Point of Beginning; and also excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the

People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

Tract 2:

All that part of the Old Peoria and Bloomington Road in the East Half of the Southwest Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, lying south of the centerline of the Old Peoria to Bloomington Road, excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

PIN: 13-36-326-002

NOTICE

TO: Executive Director of Bloomington Normal Airport Authority

RE: Proposed Annexation

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

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

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

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 24, 2023, at 6:00 pm at the Bloomington Center for the Performing Arts, 600 N. East Street, Bloomington, Illinois 61701.

Dated 7/11/2023

BLOOMINGTON 77 DEVELOPMENTS,
LLC,

By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
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PIN: 13-36-326-002

NOTICE

TO: Executive Director of Bloomington-Normal Water Reclamation District

RE: Proposed Annexation

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

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

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

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 24, 2023, at 6:00 pm at the Bloomington Center for the Performing Arts, 600 N. East Street, Bloomington, Illinois 61701.

Dated 7/11/2023

BLOOMINGTON 77 DEVELOPMENTS,
LLC,

By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 East Grove Street, Suite 100
Bloomington, IL 61701
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PIN: 13-36-326-002

NOTICE

TO: President of Heartland Community College
Board of Trustees of Heartland Community College

RE: Proposed Annexation

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

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

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

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

There will be a hearing on the Annexation Agreement and action on the Petition for Annexation before the Bloomington City Council on July 24, 2023, at 6:00 pm at the Bloomington Center for the Performing Arts, 600 N. East Street, Bloomington, Illinois 61701.

Dated 7/11/2023

BLOOMINGTON 77 DEVELOPMENTS,
LLC,

By: 
Nathan B. Hinch, Its Attorney

Prepared by and
Responses and Inquiries to:
Nathan B. Hinch
Meyer Capel, A Professional Corporation
201 East Grove Street, Suite 100
Bloomington, IL 61701
Phone: 309/829-9486
Email: nhinch@meyercapel.com

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PIN: 13-36-326-002

**EXHIBIT B
MAILING LIST**

Danvers Community Fire Protection District

Greg Yoder
President, Danvers Community Fire Protection District
208 E. Main Street
Danvers, IL 61732

Diane Bostic
Secretary, Danvers Community Fire Protection District
208 E. Main Street
Danvers, IL 61732

Mark Gillis
Treasurer, Danvers Community Fire Protection District
208 E. Main Street
Danvers, IL 61732

Nanette Birky
Trustee, Danvers Community Fire Protection District
208 E. Main Street
Danvers, IL 61732

John Dennis, Jr.
Trustee, Danvers Community Fire Protection District
208 E. Main Street
Danvers, IL 61732

McLean County Unit 5 School District

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

Carlock Public Library District

Elizabeth Wagner
President, Carlock Public Library District
202 E. Washington Street
PO Box 39
Carlock, IL 61725

Charlene Proctor
Vice-President, Carlock Public Library District
202 E. Washington Street
PO Box 39
Carlock, IL 61725

David Garrison
Treasurer, Carlock Public Library District
202 E. Washington Street
PO Box 39
Carlock, IL 61725

Jane Randall
Secretary, Carlock Public Library District
202 E. Washington Street
PO Box 39
Carlock, IL 61725

Michael Miller
Trustee, Carlock Public Library District
202 E. Washington Street
PO Box 39
Carlock, IL 61725

Nicholas Birky
Trustee, Carlock Public Library District
202 E. Washington Street
PO Box 39
Carlock, IL 61725

Lacey Fritsch
Trustee, Carlock Public Library District
202 E. Washington Street
PO Box 39
Carlock, IL 61725

Dry Grove Township

Kelly Bowen
Supervisor, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Greg Kallevig
Clerk, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Nancy Boitnott
Trustee, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Mikel Ellsworth
Trustee, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Russell Middleton
Trustee, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Greg Yoder
Trustee, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Misty Lay
Multi-Township Assessor, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Dry Grove Township Highway Commissioner

Dylan Nafziger
Highway Commissioner, Dry Grove Township
Dry Grove Township Building
8091 Old Peoria Road
Bloomington, IL 61704

Bloomington-Normal Airport Authority

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

Bloomington-Normal Water Reclamation District

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

Heartland Community College

Keith Cornille, President
Heartland Community College
1500 W. Raab Road
Normal, IL 61761

Becky Ropp, Chair
Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761

Janet M. Hood, Vice-Chair
Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761

Joshua Crockett, Secretary
Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761

Jeff Flessner
Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761

Mary Campbell
Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761

Cecelia Long
Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761

Thomas Whitt
Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761

Andria Merkle
Student Trustee, Heartland Community College Board of Trustees
1500 W. Raab Road
Normal, IL 61761



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the May 15, 2023 Regular Committee of the Whole Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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



MINUTES
COMMITTEE OF THE WHOLE - REGULAR SESSION
MONDAY, MAY 15, 2023, 6:00 P.M.

The Committee of the Whole convened in regular session in the Government Center Boardroom at 6:00 p.m. Mayor Pro Tem, Donna Boelen, 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	Absent
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2, Mayor Pro Tem	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Public Comment

Mayor Pro Tem Boelen read a public comment procedure statement. Deborah Johnson spoke in-person. No emailed public comment was received.

Consent Agenda

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

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

Item 4.A. Consideration and Action to Approve the Minutes of the March 20, 2023 Regular Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Mayor Pro Tem Boelen directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 5.A. Presentation of the Bloomington Police Department's 2022 Annual Report, as requested by the Police Department.

Deputy City Manager, Billy Tyus, introduced Police Chief, Jamal Simington, to present Bloomington Police Department's ("BPD") 2022 Annual Report.

Chief Simington noted that BPD was working toward renewing its four-year accreditation through the Illinois Law Enforcement Accreditation Program and expected to complete the renewal in the coming months. He presented on staff numbers, accreditation by division, community engagement efforts, crime and dispatch statistics, employee recognitions, and accomplishments in fulfilling target initiatives, and addressing civilian needs.

Council Member Crumpler asked Chief Simington to comment on whether the number of DUI arrests documented in the annual report had increased or decreased from the prior year. Chief Simington responded that the number of DUI arrests had slightly decreased.

Council Member Ward expressed concern about the reported increase in gun violations. Chief Simington responded noting that there was a national upward trend in gun violations due to the increasing availability of guns wrongfully possessed. He also noted BPD's increased success in confiscating guns.

Council Member Hendricks made a motion, seconded by Council Member Crumpler, to amend Council discussion time by five minutes.

Mayor Pro Tem Boelen directed the Clerk to call roll:

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

Motion carried.

Council Member Ward also requested data on resolved cases. Mayor Pro Tem Boelen noted that the Behavioral Health Coordinating Council tracks suicide statistics.

The following item was presented:

Item 5.B. Presentation of the Bloomington Fire Department's 2022 Annual Report, as requested by the Fire Department.

Deputy City Manager Tyus introduced Fire Chief, Eric West, and Deputy Fire Chief, Cory Matheny, to present Bloomington Fire Department's ("BFD") 2022 Annual Report.

Chief West presented on staffing statistics while operating under capacity, staff changes, incident statistics, fire call volume per month, mutual aid, fire and EMS response statistics, education and training, public events and engagement, recruitment, fire investigations, accomplishments, and 2023 projects.

Council Member Crumpler and Chief West discussed the BFD's efforts to increase diversity within the department, as well as streamline hiring processes and position requirements. Deputy City Manager Tyus added that increasing fire career awareness had also been a priority.

Council Member Montney asked Chief West to expand on the number of auto accidents included in EMS calls. Chief West estimated that auto accident-related calls was 5-10%.

Mayor Pro Tem Boelen requested an overview of the relationship between lower staff numbers and the ability to respond to calls. Chief West clarified that shifts were never short-staffed, but that travel time was occasionally limited.

Council Member Ward asked if there was a connection between older, historic parts of town and fire incidents. Chief West noted no connection had been observed.

City Manager's Report

Deputy City Manager Billy Tyus welcomed two new City employees and highlighted community event opportunities including Parks & Recreation classes for kids.

Executive Session

No Executive Session was held.

Adjournment

Council Member Ward made a motion, seconded by Council Member Danenberger, to adjourn the meeting.

Mayor Pro Tem Boelen directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:03 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.F.

ROUTING July 24, 2023

PUBLIC IMPACT: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the June 26, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GOALS/INTERESTED PARTIES CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN URBAN RISING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B 06262023 DRAFT Council Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JUNE 26, 2023, 6:00 P.M.

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

Roll Call

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

Recognition/Appointments

The following item was presented:

Item 5.A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers Jose Zavala, Jaime Tabeling, Dakota DeMoss, Tre' Jones, Weston Gresham, and John Gaffney upon Completion of the Probationary Period, as requested by the Police Department.

Police Chief, Jamal Simington, provided a brief background of each Police Officer and then recognized them for completing their probationary period.

The following item was presented:

Item 5.B. Proclamation for EID-UL-ADHA Celebration Day, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation. Faisal Rashid and an Imam/Priest were present to accept the Proclamation.

The following item was presented:

Item 5.C. Recognition of Boards and Commissions Appointments and Reappointments, as requested by the Administration Department.

Amanda Stutsman, Deputy City Clerk, recognized the following reappointments: (1) Michael Raikes, Building Board of Appeals; (2) Angela Chasensky, (3) Judy Neubrandner, (4) Feli Sebastian, and (5) Karen Stipp to the John M. Scott Health Care Commission.

Public Comment

Mayor Mwilambwe read a public comment procedure statement. No emailed public comment was received. The following individuals spoke: (1) Anne Colloton; (2) Mike Matejka; (3) William Bennett; (4) Troy Zeleznik; (5) Jackie Beyer; (6) Gary Lambert; (7) Sarah Breeden; (8) Scott Stimeling; (9) Deborah Johnson; and (10) Surena Fish.

Council Member Ward made a motion, seconded by Council Member Danenberger, to extend Public Comment by three minutes.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

De Urban was the last to provide public comment.

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.

Mrs. Stutsman notified Council of a scrivener's error to the PIN number included in Item 7.I. noting the associated publications and notices were correct. She asked the Item be considered as amended.

Council Member Boelen made a motion, seconded by Council Member Hendricks, to approve the Consent Agenda as amended and with the exception of 7.K.

Item 7.A. Consideration and Action to Approve the Minutes of the May 22, 2023, Regular City Council Meeting, as requested by the City Clerk Department. Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$10,252,637.11, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and Action to Approve 1) the Purchase of a 2024 Elgin Broom Bear Street Sweeper from Key Equipment, in the Amount of \$239,543, and 2) Authorization to Trade in the 2018 Elgin Broom Bear (R57), for a Credit of \$100,000, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Trade-In be approved.)

Item 7.D. Consideration and Action to Approve the Purchase of Three 2024 Titan Leaf Pro Leaf Vacuums from Key Equipment, in the Amount of \$190,152, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Trade-in be approved.)

Item 7.E. Consideration and Action to Approve 1) the Purchase of six 2024 Chevrolet Trax Compact Sport Utility Vehicles (SUVs) (to replace Units 54, 66, 52, CD2 and add two new to the fleet) from National Auto Fleet Group, in the Amount of \$ 134,181.90 for Building Safety and Community Enhancement Divisions, and 2) the Purchase of one 2024 Chevrolet Trax Compact SUV from National Auto Fleet Group, in the Amount of \$22,985.54 for the Parking Division for a total of \$157,167.44, as requested by the Public Works Department. (Recommended Motion: The proposed Purchases be approved.)

Item 7.F. Consideration and Action to Approve a Resolution Authorizing Waiving the Technical Bidding Requirements and Approve the Purchase of a 2023 New Ford Maverick Hybrid Pickup Truck from Bob Ridings Fleet Sales, in the Amount of \$27,535, as requested by the Public Works Department, and the Parks and Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2023 - 017

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVE THE PURCHASE OF A 2023 NEW FORD MAVERICK HYBRID PICKUP TRUCK FROM BOB RIDINGS FLEET SALES, IN THE AMOUNT OF \$27,535

Item 7.G. Consideration and Action to Approve the Memorandum of Understanding with the Miller Park Zoological Society, as requested by the Parks & Recreation Department. (Recommended Motion: The Memorandum of Understanding to be approved.)

Item 7.H. Consideration and Action to Approve the Annual Regional Service Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services for MCRPC's fiscal year July 1, 2023 to June 30, 2024 in the Amount of \$54,000, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.I. Consideration and Action to Approve a Contract with Dave Capodice Excavating, Inc. for the Demolition of the Building Located at 831 -833 W. Jackson St., PIN # 21-05-478-022, in the Amount of \$99,900, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.J. Consideration and Action to Approve a Resolution Recognizing the Contributions of the Bennett Family to the Bloomington Community with the Honorary Designation of the 1300 Block of West Taylor Street as Bennett Family Boulevard, as requested by the Public Works Department, and the Administration Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2023 - 018

A RESOLUTION RECOGNIZING THE CONTRIBUTIONS OF THE BENNETT FAMILY TO THE BLOOMINGTON COMMUNITY WITH THE HONORARY DESIGNATION OF THE 1300 BLOCK OF WEST TAYLOR STREET AS BENNETT FAMILY BOULEVARD

Item 7.K. was pulled from Consent Agenda by Council Member Ward.

Item 7.L. 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 2603 Wellington Way, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 057

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR CHICKEN-KEEPING IN THE R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT, FOR THE PROPERTY LOCATED AT 2603 WELLINGTON WAY

Item 7.M. Consideration and Action on an Ordinance Approving a Special Use Permit for a Specialty Food Shop with a Drive-Through in the M-1 (Restricted Manufacturing) District, for Property Located at 1601 G.E. Road, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 058

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SPECIALTY FOOD SHOP WITH A DRIVE-THROUGH IN THE M-1 (RESTRICTED MANUFACTURING) DISTRICT, FOR THE PROPERTY LOCATED AT 1601 G.E. ROAD

Item 7.N. Consideration and Action on an Ordinance Approving a Special Use Permit to allow Multiple-Family Dwellings in the B-1 (General Commercial) District, for Property Located at 1234-1236 E. Empire Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 059

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW MULTIPLE-FAMILY DWELLINGS IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1234-1236 E. EMPIRE STREET

Item 7.O. Consideration and Action on an Ordinance Approving a Special Use Permit for Single-Family Attached Dwellings in the B-1 (General Commercial) District, for Property Located at 1418 Woodbine Road, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 060

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR SINGLE-FAMILY ATTACHED DWELLINGS IN THE B-1 (GENERAL COMMERCIAL) DISTRICT, FOR THE PROPERTY LOCATED AT 1418 WOODBINE ROAD

Item 7.P. Consideration and Action on an Ordinance Renewing Approval of the Final Plat of the Sixteenth Addition to Hawthorne Commercial Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 061

AN ORDINANCE RENEWING APPROVAL OF THE FINAL PLAT OF THE SIXTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

Item 7.Q. Consideration and Action on an Ordinance Approving the Final Plat of Empire Business Park Fourteenth Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 062

AN ORDINANCE APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK FOURTEENTH ADDITION

Item 7.R. Consideration and Action on an Ordinance Approving the Partial Vacation of a No-Access Area along Keaton Place near the Intersection of G.E. Road, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 063

AN ORDINANCE APPROVING THE PARTIAL VACATION OF A NO-ACCESS AREA ALONG KEATON PLACE NEAR THE INTERSECTION OF G.E. ROAD

Item 7.S. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2024, and 2) an Ordinance Authorizing a Construction Agreement with J Spencer Construction, LLC, for the Government Center Boardroom Dais Construction (Bid #2024-03), in the Amount of \$181,940, as requested by the Public Works

Department, and the Administration Department. (Recommended Motion: The proposed Ordinances be approved.)

**ORDINANCE NO. 2023 - 065
AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2024**

**ORDINANCE NO. 2023 - 064
AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH J SPENCER
CONSTRUCTION, LLC, FOR THE GOVERNMENT CENTER BOARDROOM DAIS CONSTRUCTION
(BID #2024-03), IN THE AMOUNT OF \$181,940**

Item 7.T. Consideration and Action on an Ordinance Authorizing the Mayor and City Manager to Approve Vehicle and Equipment Purchases Using an Expedited Process through April 30, 2024, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2023 - 066
AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE VEHICLE AND
EQUIPMENT PURCHASES USING AN EXPEDITED PROCESS THROUGH APRIL 30, 2024**

Item 7.U. Consideration and Action on an Ordinance Amending Chapter 39 of the City Code Regarding Amusement Tax, as requested by the Legal Department, and the Finance Department. (Recommended Motion: The proposed Ordinance be approved.)

**ORDINANCE NO. 2023 - 067
AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE
REGARDING THE AMUSEMENT TAX**

Item 7.V. Consideration and Action on a Joint Ordinance Amending the Operating Structure of the Bloomington-Normal Public Transit System (Connect Transit), as requested by the Administration Department. (Recommended Motion: The proposed Joint Ordinance be approved.)

**ORDINANCE NO. 2023 - 068
A JOINT ORDINANCE AMENDING THE OPERATING STRUCTURE OF THE BLOOMINGTON-
NORMAL PUBLIC TRANSIT SYSTEM (CONNECT TRANSIT)**

Item 7.W. Consideration and Action on an Application from LKH II, Inc., d/b/a 1107 West Bar & Grill, located at 1107 W. Locust St., Requesting Approval of a Change of Ownership for their Class TAPS (Tavern, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The Application be approved.)

Item 7.X. Consideration and Action on an Application from Keg Grove Brewing Company, LLC, d/b/a Keg Grove Brewing Company, Requesting the Creation of a Class FM (Farmer's Market) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

Items Pulled from Consent Agenda

The following item was pulled from the Consent Agenda by Council Member Ward:

Item 7.K. Consideration and Action on an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Hoerr Construction, Inc., for the Fiscal Year 2024 Sewer Rehabilitation and CCTV Inspection Program (Bid #2024-01), in the Amount of \$2,016,828, as requested by the Public Works Department.

Council Member Ward asked City staff to provide additional background on how the Item addressed sewer issues.

Kevin Kothe, Public Works Director, explained various types of sewer lines and the various repairs that were used to prolong the life of sewer lines.

Council Member Ward made a motion, seconded by Council Member Boelen, to approve the Ordinance as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler
Motion carried.

ORDINANCE NO. 2023 - 056

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND HOERR CONSTRUCTION, INC., FOR THE FY2024 SEWER REHABILITATION & CCTV INSPECTION PROGRAM (BID #2024-01), IN THE AMOUNT OF \$2,016,828

Regular Agenda

The following item was presented:

Item 8.A. Consideration and Action on an Ordinance Establishing a Special Commission for Safe Communities, as requested by City Council.

City Manager, Tim Gleason, provided background on the Item sharing that it was a result of a Council Initiative submitted by Council Member Ward. He explained the Special Commission for Safe Communities would be a temporary Commission active for two years. He explained its purpose, outlined expectations, and pointed out that after two years Council could vote to extend its life or dissolve it.

Council Member Ward reiterated her support of the Item and stressed the importance of addressing gun violence in the community.

Council Member Ward made a motion, seconded by Council Member Crumpler, to approve the Ordinance as presented.

Council Member Montney discussed similar Commissions created in Champaign and Peoria stating that they were not successful. She provided alternative deterrents to crime and further expressed not supporting the Item.

Council Member Becker stressed the importance of safety in the community and listed multiple community organizations, as well as Police and Fire Departments that work regularly to reduce violence. He stressed his focus on achieving the best possible outcomes in the most efficient ways and shared that he could not support the Item in its current state.

Council Member Boelen discussed her time on a local mental health board and then echoed the statements of Council Members Becker and Montney. She did not support the Item.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Danenberger, Hendricks, Ward, Crumpler

NAYES: Boelen, Montney, Becker, Lee

Motion carried.

ORDINANCE NO. 2023 - 069

AN ORDINANCE ESTABLISHING A SPECIAL COMMISSION FOR SAFE COMMUNITIES

Finance Director's Report

Chris Tomerlin, Budget Manager, provided a timeline for future budget presentations and then discussed major tax revenues comparing year-to-date figures to projected budget figures. He presented General Fund Revenues and Expenditures, as well as Enterprise Funds noting the City was trending positively. He ended by sharing online budget resource locations.

City Manager's Discussion

City Manager Gleason discussed multiple upcoming events Downtown and then recognized new hires, internal promotions, and retirements.

Mayor's Discussion

Mayor Mwilambwe highlighted the Farmer's Market and complimented staff's work at the Market. He reported that he would be out of the country to participate in a celebration of life recognizing the one-year anniversary of his father's passing and thanked Council Member Boelen for acting as Mayor Pro Tem in his absence.

Council Member's Discussion

Council Member Boelen was excited to fill in for the Mayor at the 4th of July Holiday Spectacular. She thanked Deputy City Manager Jurgens for his significant work on the Connect Transit Intergovernmental Agreement, as well as Public Works for resurfacing Macarthur Ave.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:33 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$9,872,522.72, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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 \$9,872,522.72 (Payroll total \$3,251,624.13, Accounts Payable total \$6,182,558.63, Bank Transfers total \$240,524.75, and Procurement Card Purchases total \$197,815.21).

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
7/14/2023	\$ 2,589,964.14	\$ 564,195.59	\$ 3,154,159.73

7/14/2023	\$ 97,517.43	\$ (53.03)	\$ 97,464.40
Off Cycle Adjustments			

PAYROLL TOTAL \$ 3,251,624.13

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
7/24/2023	AP General AP JMScott	\$ 6,126,672.88	5/2/23-6/1/23
7/24/2023	AP Comm Devel	\$ 4,937.18	
7/24/2023	AP IHDA	\$ 340.00	
7/24/2023	AP Library AP MFT	\$ 37,775.05	
7/7/23-7/18/23	Out of Cycle	\$ 12,833.52	
6/2/23-7/16/23	AP Bank Transfers	\$ 240,524.75	
	AP TOTAL	\$ 6,423,083.38	
			PCARD TOTAL \$197,815.21

GRAND TOTAL \$ 9,872,522.72

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of Ammunition for the Police Department, in the Amount of \$66,275, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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: Ammunition for duty use and firearm practice and qualification use is very difficult to obtain, and as a result, often must be purchased in large quantities. Due to product delays, once ordered, it is expected delivery will take approximately 18 months, and because of the delay, use will also carry over into next fiscal year.

If approved, the City will utilize the Illinois State Joint Purchasing Contract (Contract: #21-416CMS-BOSS4-P-28798 - valid through 10/21/2024) with Ray O'Herron for the purchase. The Joint Purchasing Contract (attached) purchases large quantities of ammunition for not only the State, but for other government entities utilizing the contract. Larger quantity purchases usually result in lower prices than what can be negotiated by individual government entities.

The total cost of the purchase requested is \$66,275. The purchase breaks down as follows:

- 150k Training 9mm - \$32,850
- 13K Duty 9mm RA9T - \$3,575
- 75k 5.56 Rifle Ammo - \$29,850

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the \$66,275 purchase funds will be found in FY 2024 Budget under the Police-Other Supplies account (10015110-71190). Stakeholders can locate this in the

FY 2024 Budget Book titled "Budget Overview & General Fund" on page 235.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Aaron Veerman, Lieutenant

ATTACHMENTS:

PD 1B 2023 Ray O'Herron State Ammunition Contract

PD 1C State of IL Joint Purchasing Contract P-28798

PD 1D State of IL Joint Purchasing Contract P-28798 Amendment

PD 1E O'Herron Invoice

ILLINOIS

AMMUNITION CONTRACT

ITEM #	DESCRIPTION	PRICE/1000
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WINCHESTER

RIFLE

USA223R1	223Rem, 55gr, FMJ, 20rd/box	398.00
RA223R	223Rem, 55gr, POINTED SOFT POINT, 20rd/box	582.00
RA556B	5.56mm, 64gr, BONDED, 20rd/box	889.00
Q3131	5.56mm, 55gr, FMJ, 20rd/box	398.00
S308M	308 WIN, 168gr, SRRA BTHP, 20rd/box	1,024.00

38 SPECIAL

X38S7PH	38 SPECIAL, 125gr +P JHP, 50rd/box	337.00
Q4171	38 SPECIAL, 130gr FMJ, 50rd/box	289.00
X38SMRP	38 SPECIAL, 148gr, WDCTTR, 50rd/box	381.00
USA38JHP	38 SPECIAL, 125gr, JHP, 50rd/box	337.00
RA38B	38 SPECIAL, 130gr, JHP+P BONDED, 50rd/box	402.00

40

Q4238	40SW, 180gr, FMJ, 50rd/box	268.00
RA40T	40SW, 180gr, SXT JHP, 50rd/box	337.00
RA40SF	40SW, 135gr, FRANGIBLE LEAD FREE, 50rd/box	521.00

45

Q4170	45ACP, 230gr, FMJ, 50rd/box	297.00
RA45T	45ACP, 230gr, SXT JHP, 50rd/box	386.00

SHOTGUN

TRGT128	12ga, 8 2 3/4 TARGET, 25rd/box	294.00
RA12RS15	12ga, RFLD SLUGS, RANGER, 5rd/box	578.00
RA1200	12ga, 00 BUCK,9 PELLET, 25rd/box	546.00
TRGT12S7	12ga, #7 STEEL SHOT 2.75", 25rd/box	294.00
RA1200SF	12ga, 00BK FRAN 2.75" 9 PELLET, 25rd/box	1,368.00
RA12RSSF	12ga, RFLD SLUG FRANGIBLE, 2.75", 25rd/box	1,638.00
RA12RS15S	12ga, SEGMENTING SLUG, 5rd/box	634.00
TRGT208	20ga, SUPER TARGET 2.75", 25rd/box	274.00
WE20GT7	20ga, #7 STEEL SHOT 2.75", 25rd/box	288.00
AA288	28ga, #8 LEAD TARGET 2.75", 25rd/box	442.00
WE28GT7	28ga, #7 2-3/4, 25rd/box	428.00

AMMO PRICING IS GOOD UNTIL THE END OF 2023

CONTRACT#
B - 20284
P - 28798

DANVILLE STORE

3549 N. Vermilion St.
Danville, IL 61832
Pphone: 1-800-223-2097



WWW.OHERRON.COM

DOWNERS GROVE STORE

1600 75th St.
Downers Grove, IL 60516
Pphone: 1-630-629-2677

ILLINOIS

AMMUNITION CONTRACT

ITEM #	DESCRIPTION	PRICE/1000
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WINCHESTER

9MM

RA9115HP+	9mm, 115gr, + P + JHP, 50rd/box	275.00
Q4172	9mm, 115gr, FMJ, 50rd/box	219.00
RA9T	9mm, 147gr, SXT JHP SUBSONIC, 50rd/box	301.00
USA9MM1	9mm, 147gr, FMJ FLT NS, 50rd/box	255.00
RA9B	9mm, 147gr, BONDED, 50rd/box	381.00
RA9B1	9mm, 147gr, RANGER ONE BONDED, 50rd/box	452.00
RA9BA	9mm, 124gr+P, JHP BONDED, 50rd/box	381.00
RA9SF	9mm, 100gr, FRANGIBLE, 50rd/box	435.00

ITEM #	DESCRIPTION	PRICE/500
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SIMUMITION

532076_	9mm FX marking cartridges	295.00
550100_	38CL marking cartridges	700.80

AMMO PRICING IS GOOD UNTIL THE END OF 2023

CONTRACT#

B - 20284

P - 28798

SHIPMENT INFO

Due to increased demand, delivery of some items could be extended. Lift gate delivery available, at additional charge, per request. Please contact us for specific delivery times and/or lift gate pricing.

FREE FREIGHT ON 3,000 ROUNDS.

BIDS@OHERRON.COM



WINCHESTER
A M M U N I T I O N

SIMUMITION

DANVILLE STORE

3549 N. Vermilion St.
Danville, IL 61832
Pnone: 1-800-223-2097



WWW.OHERRON.COM

DOWNERS GROVE STORE

1600 75th St.
Downers Grove, IL 60516
Pnone: 1-630-629-2677

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Ammunition
21-416CMS-BOSS4-P-28798

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)
9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Ammunition
21-416CMS-BOSS4-P-28798

VENDOR

Vendor Name: Ray O'Herron Co., Inc.	Address (City/State/Zip): Danville, IL 61832
Signature: 	Phone: 800-223-2097
Printed Name: Justin Fredericks	Fax: 888-223-3235
Title: Secretary/ OWNER	Email: bids@oherron.com
Date: 04/12/2021	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 10/22/21
Printed Name: Janel L. Forde, Director	
Official's Title: by Krysti Rinaldi, Agency Purchasing Officer	
Legal Signature: _____	Date: _____
Legal Printed Name: _____	
Legal's Title: _____	
Fiscal Signature: _____	Date: _____
Fiscal's Printed Name: _____	
Fiscal's Title: _____	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-416CMS-BOSS4-R-81916
- Project Title: JPMC Ammunition
- Contract #: 21-416CMS-BOSS4-P-28798
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 21-416CMS-BOSS4-B-20284
- BidBuy Publication Date: 3/08/2021
- Award Code: A
- Subcontractor Utilization? X Yes ☐ No Subcontractor Disclosure? ☐ Yes X No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes X No Percentage:
- Minority Owned Business? ☐ Yes X No Percentage:
- Women Owned Business? ☐ Yes X No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes X No Percentage:
- Veteran Owned Small Business? ☐ Yes X No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for ammunition on an as-needed basis during the contract period.

1.2. This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units that has a law enforcement component as defined in Section 5 of this Contract.

1.3 SUPPLIES AND/OR SERVICES REQUIRED:

1.3.1 Each cartridge headstamp shall show manufacturer's symbol and appropriate caliber designation.

1.3.2 All ammunition shall conform to standards set by the sporting arms and ammunition manufacturers' institute (SAAMI) With the exception of lines 30 and 31. The website address these standards can be found at is www.saami.org.

1.3.3 It is the intent of these specifications to describe a cartridge with a misfire ratio not to exceed 15 in 10,000 rounds. The state reserves the right to cancel any contract where ammunition delivered does not meet the acceptable misfire ratio and to return all such unfired ammunition for full credit. The vendor shall be responsible for all freight charges should it become necessary to return unsatisfactory ammunition.

1.3.4 All cartridges listed herein shall contain new virgin brass which means that it has not been fired unless otherwise stated.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.4 MILESTONES AND DELIVERABLES:

1.4.1. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

1.5 VENDOR / STAFF SPECIFICATIONS:

- 1.5.1. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.6 TRANSPORTATION AND DELIVERY:

- 1.6.1. Delivery will be made F.O.B. Destination to any location within the State of Illinois. The minimum order is 3 cases for F.O.B. Destination. For any order less than the minimum of 3 cases, the additional freight charge will be added to the invoice as a separate line item and a copy of the freight bill will be submitted with the invoice for payment.
- 1.6.2. Deliveries made to State Agencies will be delivered between 9:00 AM and 3:00 PM (Monday through Friday), excluding State holidays, unless pre-approved by the ordering agency.
- 1.6.3. Deliveries made to non-State Agencies will be arranged between the ordering entity and the Vendor.

1.7 SUBCONTRACTING

Subcontractors are allowed.

- 1.7.1 Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.7.2 Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: KEE Construction LLC

Amount to Be Paid: 3% or good faith of total orders placed from State of IL

Address: 21660 South Moni Drive New Lenox, IL 60451

Description of Work: LTL Transportation of product

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.7.3 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.7.4 If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.7.5 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.8 SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.9 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the

6

Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts a such work outside the United States.

- Location where services will be performed:

Value of services performed at this location:

Ray O'Herron Company, Inc.
3549 North Vermilion St.
Danville, IL 61832
100%

- Location where services will be performed:

Value of services performed at this location:

2. PRICING

2.1 FORMAT OF PRICING:

- 2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.
- 2.1.2 Pricing shall be submitted in the following format: Enter the cost per unit of measurement on the line items in BidBuy.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Uploaded into Bidbuy \$2,646,181.0

2.5.2. Economic Adjustment:

2.5.2.1. The prices in this Contract must remain firm for the first year after the execution date of the Contract. Thereafter, one upward price adjustment may be applied no more frequently than once during any given twelve (12) month period.

2.5.2.2. All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Department of Central Management Services Bureau of Strategic Sourcing (BOSS).

2.5.2.3. In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given twelve (12) month period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.5.2.4. Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) item number:

WPU1085 Ammunition, Except for Small Arms

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.

The published PPI Index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BOSS regardless of whether it is a preliminary or final index publication.

- 2.5.2.5. No further adjustments will be made once the maximum allowable adjustment has been calculated for the given 12 months.

The maximum allowable adjustment shall be calculated as follows:

$$\text{Maximum Allowable Price} = A / B * C$$

A = Bid Price

B = Base PPI index (defined by time of bid opening)

C = Published PPI Index at time of requested adjustment

The U.S. Bureau of Labor Statistics web site can be located at [HTTP://WWW.BLS.GOV/PPI](http://www.bls.gov/ppi).

- 2.5.2.6. Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by CMS and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

- 2.5.2.7. Requested adjustments shall include the contract number, item number, line number, bid price and requested price adjustment.

- 2.5.2.8. In all cases, the contractor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.

- 2.5.2.9. If the contractor has unresolved complaints filed against it for non-delivery of or poor-quality service, its request may be denied until such time as all past complaints are resolved to the satisfaction of the State.

- 2.5.2.10. Once approved, contract pricing will be adjusted without a formal amendment.

For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

- 2.5.3. **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of three (3) years commencing upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL: N/A**

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

10

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

14

in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability Insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

- ☒ Agency Definitions
 - 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
 - 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute that has a law enforcement component.
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- ☒ Agency Specific Terms and Conditions
 - 5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.
 - 5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.
 - 5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.
 - 5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
 - 5.7. The credit or liability of each governmental unit shall remain separate and distinct.
 - 5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.
 - 5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.
- ☐ Other (describe)

**STATE OF ILLINOIS
CONTRACT AMENDMENT**

JPMC Ammunition
22-416CMS-BOSS4-P-28798

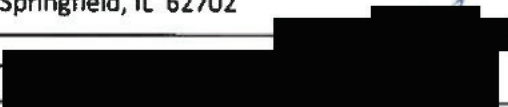
The undersigned Agency and Vendor, Ray O'Herron Co., Inc., (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Ray O'Herron Co., Inc.	Address: 3549 N Vermilion St, Danville, IL 61832
Signature: 	Phone: 800-223-2097
Printed Name: Michael O'Herron	Email: bids@oherron.com
Title: President	
Date: 11/07/2022	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 W. Jefferson Street	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 12/6/22
Printed Name: Anthony Pascente by Ron Wilson	
Official's Title: Acting Director by Deputy Director	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 22-416CMS-BOSS4-R- 81916
- Project Title: JPMC Ammunition
- Contract #: 22-416CMS-BOSS4-P-28798
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-20284
- BidBuy Publication Date: 3/8/21
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number): 21-416CMS-BOSS4-P-28798. This establishes a joint purchase master contract to enable Central Management Services, governmental units, and qualified not-for-profit agencies to purchase ammunition on an as-needed basis during the contract period.

1. CHANGE ORDER: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

☒ Yes ☐ No

2. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

2.1. The completion date will be remain the same.

2.1.1. Original completion date: 10/21/2024.

2.1.2. Revised completion date: 10/21/2024.

2.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☐ stay the same or ☐ change as follows:

2.2.1. Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics
Producer Price Index (PPI) item number: **WPU151302 Small Arms Ammunition**

2.3. The cost will remain the same.

2.3.1. Original cost: \$ \$2,646,181.00.

2.3.2. Amount of change: \$0.

2.3.3. Revised cost: \$2,646,181.00.

2.4. The supplies or services to be provided will stay the same.

2.5. Subcontractors remain the same.

- Subcontractor Name: Kee Construction, llc.

Amount to be paid: 3% of contract.

Address: 11002 South Whipple St., Chicago, IL 60655

Description of work: LTL transportation of product.

2.5.1 All contracts with the subcontractors identified above must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

2.5.2 If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

- 2.5.3 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 2.5.4 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

☒ Other (describe)

- 2.6 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

2021-22 <https://www.illinois.gov/government/executive-orders/executive-order-executive-order-number-22.2021.html>

2021-23 <https://www.illinois.gov/government/executive-orders/executive-order-executive-order-number-23.2021.html>

3. **EFFECTIVE DATE OF AMENDMENT:** This contract amendment shall commence upon the last dated signature of the Parties.

STATE OF ILLINOIS

TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Michael O'Herron

Business Name: Ray O'Herron Company Inc

Taxpayer Identification Number: 37-0916018

Social Security Number:

or

Employer Identification Number :

Legal Status (check one):

☐ Individual

☐ Governmental

☐ Sole Proprietor

☐ Nonresident alien

☐ Partnership

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing

☐ Limited Liability Company

medical and/or health care services

(select applicable tax classification)

☒ Corporation NOT providing or billing

☐ C = corporation

medical and/or health care services

☐ P = partnership

Signature of Authorized Representative: _____

Date: 11/07/2022



3549 N Vermilion St
Danville, IL 61832
www.oherron.com
rayoherron@oherron.com
1-800-223-2097

Quote

Page 1 of 94

Quote # 3164271
Customer No: 00-61702PD
Date: 7/17/2023

BILL TO:

BLOOMINGTON POLICE DEPARTMENT
305 S EAST ST
BLOOMINGTON, IL 61701

SHIP TO:

BLOOMINGTON POLICE DEPT
305 S EAST ST
BLOOMINGTON, IL 61701

BADGE NO:	PAYMENT TERMS: NET 30 DAYS	ORDERED BY: AARON VEERMAN	ORDER COMMENT: DAN E-MAILED		
ITEM NO	DESCRIPTION	QUANTITY	PRICE	EXT PRICE	
	DGY/SRO				
Q4172	9mm LUGER 115 GR FMJ BOX/50	3,000.00	10.95	32,850.00	
RA9115HP+	9mm LUGER+P+ 115GR JHP BOX/50	260.00	13.75	3,575.00	
Q3131	5.56mm 55GR FMJ BOX/20	3,750.00	7.96	29,850.00	

*****BID PRICING--NO FREIGHT*****IL STATE*****

*****UPDATED FET FORM WILL NEED TO BE FILLED OUT UPON
ORDERING*****

Sales Tax: 0.00

Quote Total: 66,275.00

Quoted prices are good until 30 days from date of quote or until otherwise noted.
If you have questions or are ready to place an order please email orders@oherron.com
or call 1-800-223-2097



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

BACKGROUND: If approved, the City will enter into an agreement with Corrective Asphalt Materials for the FY 2024 Pavement Preservation Reclamite Program. The Reclamite Preservation Seal materials are proprietary. Corrective Asphalt Materials is a limited source distributor/applicator for our region. Attached is the limited source distributor letter from the vendor.

Reclamite is a pavement preservation technique that uses emulsion made up of specific petroleum oils and resins. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate. This type of treatment is designed to preserve the good streets that do not yet require resurfacing. To get the maximum benefit from the Reclamite, streets are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing. Prior to widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Information about City streets is maintained in a Geographic Information System (GIS) 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 preserved each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using Reclamite in FY 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Corrective Asphalt Materials, LLC, as a Limited Source, for the Fiscal Year (FY) 2024 Pavement Preservation Reclamite Program, in the Amount of \$91,018.90. This will be paid from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this item in the FY 2024 Budget Book titled “Other Funds & Capital Improvement” on pages 83, 228, and 276-278.

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); and Goal TAQ-1 (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), and Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Ronald Harvey, Civil Engineer I

ATTACHMENTS:

[PW 6C Sole Source Letter](#)

[PW 6D Limited Source Justification Letter](#)

[PW 6E Map](#)

[PW 6F FY24 Resurfacing Sidewalk Program Allocations](#)

[PW 6B Agreement](#)



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388

Phone 661.337.9979 – Email: brettt@tricorrefining.com

May 31, 2023

Ron Harvey
Civil Engineer I
Public Works Engineering
City of Bloomington, IL
Office: (309) 434-2523
Cell: (309) 831-7619
rh Harvey@cityblm.org

This letter will confirm that Corrective Asphalt Materials with business address location at 300 Daniel Boone Trail, South Roxana Illinois is the approved sole source applicator and supplier of CRF® Restoration Seal and Reclamite® in the State of Illinois for Tricor Refining, LLC. There is not another source for CRF® or Reclamite® to be supplied into Illinois.

Tricor Refining, LLC maintains an authorized manufacturing network in North America and through this we supply our approved product applicators and manufacturers. The reason for this is to control the emulsion quality and correct product application in each region. Corrective Asphalt Materials maintains and operates several crews which only apply CRF® and Reclamite®.

Please let me know if you need further information or have other questions.

Respectfully,

Brett Towns
Tricor Refining, LLC
Specialty Products Sales Manager
Cell: 530-491-8251
brettt@tricorrefining.com

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & # Corrective Asphalt Materials, LLC. Vendor # 2157	Amount: \$91,018.90	Date: 06/09/23
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Description of item/services: Application of Reclamite Preservation Seal to City streets recently resurfaced. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2024 funding budgeted and available for this work. The proposal package for this work has been finalized and provided to Corrective Asphalt Materials, LLC.

Justification: Prior to widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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

Kevin Kothe



6/9/2023

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):

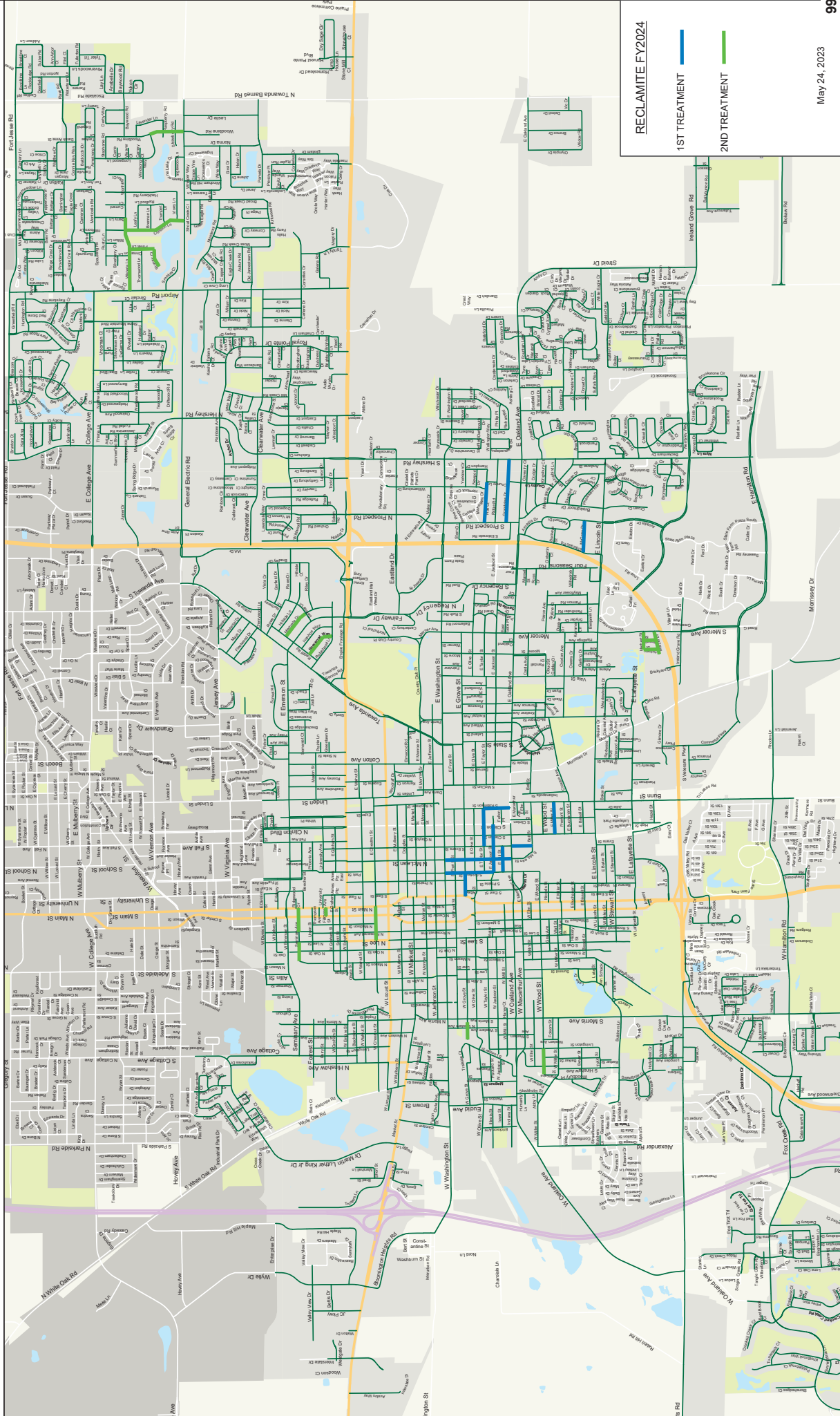


6/20/2023

Name and Signature of Purchasing Agent or Designee

Date

FY2024 PAVEMENT PRESERVATION - RECLAMITE



Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

<u>Program</u>	<u>Budget</u>	<u>Bid Award</u> As of 6/12/23	<u>Unencumbered</u> As of 6/12/23
Multi-Year Street and Alley Resurface Program			
FY23 Rollover	\$ 100,000.00	-	-
General Resurfacing	\$ 6,489,300.00	-	-
Pavement Preservation: Patching for High-Pressure Slurry Seal	\$ 350,000.00	-	-
Pavement Preservation: Chip Seal	\$ 130,000.00	-	-
Pavement Preservation: Rejuvenator	\$ 130,000.00	-	-
Pavement Preservation: High-Pressure Slurry Seal	\$ 650,000.00	-	-
Street, Alley & Sidewalk Maintenance (Bid 2023-28) (2)	\$ 250,700.00	250,700.00	-
Subtotal =	\$ 8,100,000.00	\$ 250,700.00	\$ -
Multi-Year Sidewalk and Ramp Replacement Program			
Sidewalk and Curb Ramp Replacement Program	\$ 2,000,000.00	-	-
Subtotal =	\$ 2,000,000.00	\$ -	\$ 2,000,000.00
Total =	\$ 10,100,000.00	\$ 250,700.00	\$ 2,000,000.00

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.
(2) Approved by Council on April 24, 2023

CITY OF BLOOMINGTON AGREEMENT WITH

Corrective Asphalt Materials, LLC

FOR

FY 2024 Pavement Preservation Reclamite Program

THIS AGREEMENT, dated this 27th day of June, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Corrective Asphalt Materials, LLC (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"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

If to VENDOR:

Corrective Asphalt Materials
Attn: Jack Witte
300 Daniel Boone Trail
South Roxana, IL 62087
jack@cammidwest.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its Member

By:  _____
Its Bid & Contract Specialist

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of Reclamite asphalt rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 10 business days of the Notice to Proceed submission. All work shall be completed by September 30, 2023. Please see attached documents for specifications and locations of work to be completed.

EXHIBIT B
COSTS/FEES

Rejuvenator – Reclamite

\$77,118.90

Street Sweeping and Cleaning – Before Treatment

\$3,000.00

Street Sweeping and Cleaning – Final Cleaning

\$7,000.00

Resident Notification

\$3,000.00

Off-site Dumping of Sweepings

\$900.00

TOTAL

\$91,018.90

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

SPECIAL PROVISIONS

FY 2024 PAVEMENT PRESERVATION

City Project No. 50-01-53183-24-00

SPECIAL PROVISIONS

These Special Provisions supplement the following Standard Specifications:

SPECIFICATION / CODE TITLE	VERSION	PUBLISHED BY
Standard Specifications for Road and Bridge Construction (Standard Specifications)	April 1, 2016	IDOT
Supplemental Specifications and Recurring Special Provisions	January 1, 2020	IDOT
Manual on Uniform Traffic Control Devices (MUTCD)	2009 Edition	FHWA
Illinois Supplement to the National Manual on Uniform Traffic Control Devices	2009 Edition	IDOT
Manual of Test Procedures of Materials	latest	IDOT

In case of conflict, these special provisions shall take precedent and shall govern. Final clarification of any conflict shall be as directed by the City Engineer.

CONTRACTOR USE OF FIRE HYDRANTS PROHIBITED

The Contractor will not be allowed to connect to City fire hydrants to obtain potable water or for any other use, even with a backflow prevention device. Any potable water required for this project shall be obtained without utilizing the City's fire hydrants. As an option, a City of Bloomington potable water bulk dispensing station is located at 603 West Division Street, Bloomington, Illinois. Purchase and transportation of water to the job site shall be incidental to the contract.

PROSECUTION & PROGRESS

The Contractor's attention is called to Section 108 of the IDOT STD. SPECS which applies to this contract.

The contractor shall designate one individual as the Project Superintendent for this job. This person shall be responsible for the entire project. The name and contact information for the Project Superintendent shall be supplied at the Pre-construction Meeting. The Contractor shall complete all work included in this Contract before **September 30, 2023**.

COMPLETION DEDUCTION

Should the Contractor fail to complete the work on or before the date specified, plus such extended time as may be allowed by the City Engineer, the Contractor shall be liable to the City of Bloomington in the amounts shown in the following schedule of deductions for each calendar day of overrun in the contract time or such extended time as may have been allowed.

Schedule of Deductions:

<u>Overrun Period</u>	<u>Deduction per Calendar Day</u>
1 to 28 days	\$250.00 per day
over 28 days	\$500.00 per day

ADDITION OR DELETION OF LOCATIONS

The City reserves the right to add or remove locations, increase or decrease quantities, or adjust the extent of treatment from the list in this contract. Any additions will include an extension of time to the Contractor to complete the work.

GENERAL SCOPE

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of Reclamite asphalt rejuvenating agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

ADDITIONAL DOCUMENTATION REQUIRED TO BE SUBMITTED WITH BID

The bidder shall include with their bid:

1. Product name and descriptive literature. Literature shall provide detailed information and show it at least meets the minimum specifications.
2. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
3. Current Material Safety Data Sheet (MSDS) for the material.
4. Previous use documentation and test data conclusively demonstrating that the product has been used successfully for a period of at least two years by government agencies such as Cities, Counties, or DOT's.
5. List at least three (3) projects completed using the product with dates, number of square yards treated along with the name and contact information of the manager in charge of each project.
6. Testing data from at least three (3) projects showing that the product has been proven to perform, as required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

MATERIAL SPECIFICATIONS: REJUVINATOR - RECLAMITE

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

ASPHALT REJUVENATOR SPECIFICATIONS

<u>Property</u>	<u>Test Method</u>		<u>Requirements</u>
	<u>ASTM</u>	<u>Min.</u>	<u>Max.</u>

Viscosity @ 25°C, SFS	D244	15	40
Residue, w%	D244 (Mod.) ³	60	65
Miscibility Test	D244 (Mod.) ²		Pass
Sieve Test, w%	D244 (Mod.) ¹	-	0.1
Particle Charge Test	D244		Positive
Tests on Distillation Residue: Flash Point, COC, C	D92	196	-
Viscosity@ 60C, C	D2170	100	200
Asphaltenes, %w	D2006-70	-	1.00
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/Saturates Ratio	D2006-70	0.5	
Asphaltenes, w%	D2006-70		1.0
Saturated Hydrocarbons, w%	D2006-70	21	28

1. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.
2. Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

MATERIAL PERFORMANCE: REJUVINATOR - RECLAMITE

The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agents and in-depth sealers. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

APPLICATION TEMPERATURE & WEATHER LIMITATIONS: REJUVINATOR - RECLAMITE

The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when there is no likelihood of precipitation forecasted within twenty-four (24) hours of application. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 50 degrees Fahrenheit or when temperatures are forecasted to fall below 40 degrees Fahrenheit within twenty-four (24) hours of application.

HANDLING OF EMULSION MATERIALS

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the emulsified asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Engineer.

APPLICATION EQUIPMENT

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Resident Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1 pound to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Resident Engineer.

APPLICATION OF REJUVINATOR - RECLAMITE

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of

the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Resident Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Resident Engineer.

Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Resident Engineer shall have the required amounts applied in two (2) or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Resident Engineer.

Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Resident Engineer.

The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Resident Engineer, the Contractor shall take representative samples of material for testing.

STREET SWEEPING

This item includes sweeping and cleaning of all streets in which a treatment is to be applied, prior to the treatment, with labor and equipment supplied by the contractor. In addition, this item includes sweeping and cleaning of all sand or other material that was applied to the streets, and other impervious surfaces as applicable, during sanding operations.

Prior to the treatment, the contractor may, at times, be required to use a power blower or hand sweeper to remove small amounts of debris which may have accumulated after the sweeper has cleaned the street or in areas missed by the sweeper, such as where a vehicle may have been parked. No additional compensation will be allowed for such cleaning.

RESIDENT NOTIFICATION

This item includes public notification of the upcoming construction activities. Notification to consist of placing approximately 12 to 15 informational boxes on barricades adjacent streets where activities will be performed and as directed by the Engineer. In addition,

all residential, commercial, and public properties adjacent to impacted streets shall receive an informational sheet (hand delivered) outlining the forthcoming activities and information related to the product. Handouts to be at each information box location, hand delivered to each property adjacent the work locations, as well as on vehicles parked along the streets. The City will prepare and reproduce the informational sheet to be utilized by the Contractor. Notification to be performed five (5) business days prior to Reclamite or C85 activities.

General location maps for the notification areas are provided in the contract. Some streets have specific address highlighted in which notification is to be given only to these addresses. If no specific addresses are given, all adjacent properties shall be given notification.

OFF-SITE DUMPING OF SWEEPINGS

The contractor shall be responsible for obtaining a dump site for the debris collected from SWEEPING AND CLEANING – BEFORE TREATMENT. A City of Bloomington-owned dump site will not be available for this material.

The contractor may deliver the aggregate swept in the SWEEPING AND CLEANING – POST TREATMENT and SWEEPING AND CLEANING – ADDITIONAL TREATMENT to the City's Park Maintenance Center at 1813 Springfield Road in Bloomington.

TRAFFIC CONTROL & SAFETY

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to allow safe travel. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is in place.

Traffic Control shall be maintained throughout the project in accordance with the various City, State and Federal regulations and agreements attached hereto.

The procedures and guidelines set forth in Chapter 6 of "Traffic Controls for Highway Construction and Maintenance Operations" of the Manual of Uniform Traffic Control Devices for Streets and Highways shall be followed to the fullest extent.

Local vehicular and pedestrian traffic shall be maintained throughout the project in accordance with the latest version of these Standards 701306, 701501, 701502, 701601, 701602, 701606, 701701, 701801, and 701901, which are included in this Contract.

The Contractor shall notify the City Engineer of an impending street closure prior to beginning work and after the street is clear. No streets shall be closed without prior notice to and the approval of the City Engineer.

The Contractor shall be responsible for the placement of "No Parking" signs; and vehicle relocation when necessary. An example of "No Parking" signs are included in the contract documents.

The work shall include all material, equipment, and labor to complete the item and shall be incidental to the contract.

BASIS OF PAYMENTS

Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for RECLAMITE per square yard.

Street sweeping and cleaning prior to application of the Rejuvenator – Reclamite will be paid for at the contract unit price for STREET SWEEPING AND CLEANING – BEFORE TREATMENT per lump sum.

Street sweeping and cleaning following application of the Rejuvenator – Reclamite will be paid for at the contract unit price for STREET SWEEPING AND CLEANING – POST TREATMENT per lump sum.

Resident Notification will be paid for at the contract unit price for RESIDENT NOTIFICATION per lump sum.

Debris and aggregate from sweepings will be paid for at the contract unit price for OFF-SITE DUMPING OF SWEEPINGS per lump sum.

Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required. Work not indicated for payment in this sections will not be paid separately but shall be considered incidental to the contract.

***** END OF SPECIAL PROVISIONS *****

ORIGINAL BID QUANTITIES
FY2024 PAVEMENT PRESERVATION RECLAMITE
First Treatment FY22 HMA Resurface

Street Name	Start	End	AREA (SY)
EVANS ST	BELL ST	OAKLAND AVE	1,765
GRANDVIEW DR	PROSPECT RD	HERSHEY RD	5,170
GRIDLEY ST	JACKSON ST	WASHINGTON ST	4,770
GROVE ST	EAST ST	GRIDLEY ST	2,840
HALL CT	PROSPECT RD	COUNTRY LN	4,015
JACKSON ST	GRIDLEY ST	CLINTON ST	3,770
MCGRRAW DR	ELDORADO RD	ARCADIA DR	2,320
MCLEAN ST	OAKLAND AVE	WASHINGTON ST	6,930
MILL ST	GRIDLEY ST	EVANS ST	2,080
MILLER ST	CLAYTON ST	BUNN ST	2,710
ROBINSON ST	OAKLAND AVE	TAYLOR ST	2,165
TAYLOR ST	EVANS ST	ROBINSON ST	3,070
TOTAL			41,605

ORIGINAL BID QUANTITIES
FY2024 PAVEMENT PRESERVATION RECLAMITE
Second Treatment FY2018/2019 HMA Resurface

Street Name	Start	End	AREA (SY)
CHESTNUT ST	LEE ST	MAIN ST	4,450
FILLMORE ST	CENTER ST	MAIN ST	570
GROVE ST	MORRIS AVE	CONCRETE E OF WESTERN	1,575
HERBERT ST	MERCER AVE	SIDNEY ST	1,400
MARZEL DR	MERCER AVE	SIDNEY ST	1,800
MECHERLE DR	RADLIFF RD	DELMAR RD	2,450
ROSALIE ST	HERBERT ST	MARZEL DR	980
SEMINARY ST	MASON ST	MAIN ST	4,300
SHERWOOD WAY	RADLIFF RD	ROBINHOOD LN	2,575
SIDNEY ST	HERBERT ST	MARZEL DR	1,150
WOOD ST	PANCAKE ST	LIVINGSTON ST	2,500
TOTAL			23,750



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: If approved, the City will enter into an agreement with Stark Excavating for excavation materials disposal. The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Monday, June 19, 2023, electronically via the City's e-Procurement Portal, *OpenGov*. Stark Excavating was the lowest responsible bidder among three bids opened on June 19th. All bidders are local firms and, therefore, the Local Preference Policy does not impact the recommendation.

The bid package included a Base Bid and three alternatives. The Base Bid is for August 1, 2023, through April 30, 2024, with four one-year renewals. Alternative 1 is for the same time period of the Base Bid, including the renewals, and includes a hard surface drop-off location. Alternative 2 is for August 1, 2023, through April 30, 2026, with two one-year renewals. Alternative 3 is for the same time period as Alternative 2, including the renewals, and includes a hard surface drop-off location. Staff recommend the award of Alternative 3, which provides the City with longer-term price stability and an all-weather drop-off location. A full bid tabulation is included.

Excavation materials are generated during excavations performed by the City to repair and maintain infrastructure, including streets, sanitary sewers, stormwater infrastructure, and water infrastructure. They generally include excavation soil from repair, replacement, excavation, grading, and other activities that may also include broken concrete, bricks, rock, aggregate, pieces of clay pipe, pieces of plastic pipe, water soil slurry, or asphalt pavement. Excavation materials may also be soil from the aforementioned activities that do not contain any broken concrete, bricks, rock, aggregate, pieces of clay pipe, pieces of plastic pipe, water soil slurry, or asphalt pavement. The materials disposed of under this contract must be free of sanitary sewer discharge. The recipient of the excavation materials must possess the required permit from the Illinois Environmental Protection Agency, allowing them to accept, store, and handle these types of materials safely. Staff will provide the necessary documentation to the vendor as required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on April 17, 2023.

FINANCIAL IMPACT: If approved, the City will enter into an Agreement for August 1, 2023, through April 30, 2026, for Excavation Material Disposal, with Stark Excavating, Inc.

- \$31.00 per Ton for August 1, 2023, through April 30, 2024
- \$32.25 per Ton for FY 2025
- \$33.50 per Ton for FY 2026

Stakeholders can locate the Street Maintenance portion of the budget in the FY 2024 Budget Book titled "Budget Overview & General Fund". The Water, Sanitary Sewer, and Storm Water portions can be located in the FY 2024 Budget Book titled "Other Funds and Capital Improvement".

The page numbers follow the specific accounts and dollar amounts:

1. Street Maintenance - Landfill & Residual Disposal (10016120-70650) page 303 - \$61,182
2. Water - Transmission/Distribution - Landfill & Residual Disposal (50100120-70650) page 125 - \$225,000
3. Sanitary Sewer - Landfill & Residual Disposal (51101100-70650) page 146 - \$77,250
4. Storm Water - Landfill & Residual Disposal (53103100-70650) page 153 - \$45,000

The above dollar amounts are 9-month estimates based on the full 12-month budget for each division.

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), Objective UEW-1.5 (Reliable water supply and distribution system that meets the needs of the current and future residents), Objective UEW- 1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment)

Respectfully submitted for consideration.

Prepared by: Bob Yehl, Assistant Director of Public Works

ATTACHMENTS:

[PW 5B Agreement](#)
[5C Bid Tab](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
STARK EXCAVATING, INC.
FOR
EXCAVATION MATERIAL DISPOSAL**

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

Excavation Material Disposal (Bid #2023-33) (hereinafter "REQUEST").

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

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

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

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

Section 6. Default.

Either PARTY shall be in default if it fails to perform all or any part of this Agreement. Specifically, the VENDOR shall be in default if it refuses to accept delivery of uncontaminated excavation material at any time and/or it does not have the delivery site open during normal business hours for any reason other than those beyond its control, including, but not limited to, acts of God. For purposes of this Agreement, any disruption in service caused or created by the VENDOR's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within the VENDOR's control and shall constitute an event of default hereunder. If either PARTY is in default, the other PARTY may terminate the Agreement 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 of violation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

If to VENDOR:

Stark Excavating, Inc.
Attn: Erin Mool
1805 W. Washington St
Bloomington, IL 61701
emool@starkcompanies.com

Copy to:

If to CITY:

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

Copy to:

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

legal@cityblm.org

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR Stark Excavating, Inc

By: [Signature]
Its Vice president

By: [Signature]
Its Corp Secretary

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

This contract mostly supports the Water and Public Service Divisions of Public Works, but any division or department of the CITY may utilize this contract as needed. The Public Works Department performs various activities that involve repair, replacement, excavation (hand, mechanical, hydro), and grading within CITY rights-of-way and other CITY owned lands. These activities include, but are not limited to, repair and replacement of water mains, water valves, water service lines, fire hydrants, street repair, concrete pavement replacement, curb and gutter, sidewalk and curb ramps, storm water mains and manholes, and sanitary sewer mains, laterals, and manholes. The excavation materials from these efforts may contain, but are not limited to materials such as soil, concrete, aggregate, asphalt, and pieces of clay and plastic pipe. See excavation material definition below for additional information. Public Works may choose to separate concrete and asphalt from the excavation material and utilize a recycling center for disposal in lieu of including the excavation material delivered to the selected vendor.

Based on two-years of available data, the excavation material disposal amount is estimated at 14,000 tons per fiscal year. This estimate in no way guarantees or limits the tonnage of excavation material disposal under this contract.

VENDOR is responsible for abiding by all Environmental Protection Agency (EPA) and Illinois Environmental Protection Agency (IEPA) regulations and requirements for acceptance, use, and disposal of the excavation material.

Excavation Material Definition

Generally, includes excavation soil from repair, replacement, excavation, grading, and other activities that may also include broken concrete, bricks, rock, aggregate, pieces of clay or plastic pipe, water soil slurry from hydro excavation, or asphalt pavement. Excavation material may also be soil from the aforementioned activities that do not contain any broken concrete, bricks, rock, aggregate, pieces of clay or plastic pipe, water soil slurry, or asphalt pavement. Excavation materials do not contain material from known spill sites, hazardous waste cleanup sites, or other contaminated areas.

Excavation Material Determination

Once a CITY project occurs that results in excess material, a determination shall be made by the Director of Public Works, or his or her designee(s), whether or not such material meets the definition.

Disposal Site

The disposal site shall be the Commercial Acres transfer facility, utilized by VENDOR and located at 2070 Old US Route 66 in Normal, Illinois. Disposal Site must be open Monday through Friday 6:30 A.M. until 3:30 P.M. Central Time. As well as some Saturdays from 6:00 A.M. until 12:00 P.M. Central Time. The CITY will notify the vendor by 12:00 P.M. the Friday prior when a Saturday is required. The CITY may need to deliver excavation material outside of the normal operating hours, in this case, the CITY will provide the vendor a two (2) hour notice.

The facility shall provide a hard surface (concrete or asphalt) drop off location accessible at all times including rain, snow, thawing, and other inclement weather, for the CITY to dispose of Excavation Materials

Delivery

Prior to delivery, the CITY will perform reasonably necessary due diligence to ensure materials being delivered are uncontaminated. The CITY shall deliver the excavation material to the VENDOR, at which time VENDOR will act in accordance with EPA/IEPA guidelines and regulations to determine acceptability of delivered materials. Upon the VENDOR's acceptance of the excavation materials, VENDOR will segregate CITY materials from other materials being stored at the facility to prevent cross-contamination and all incidents of ownership related to the CITY shall pass directly to the VENDOR.

Condition of Excavation Materials

The CITY shall have no responsibility for removing foreign materials from the excavation material prior to delivery but does have the choice to remove materials from the excavation materials. Upon VENDOR's acceptance of the excavation materials at the Commercial Acres transfer facility, VENDOR assumes all liability. The CITY shall have no liability whatsoever for the presence of foreign materials or contaminants in the excavation material it delivers after this acceptance. The VENDOR hereby releases the CITY and agrees to indemnify and hold the CITY harmless from any claim of damage or injury to persons or property related to or arising from the presence of any foreign material in the excavation material delivered.

Method of Measurement

VENDOR shall provide a method of measuring the excavation material per ton on the VENDOR's site upon each delivery.

Term

This Agreement shall remain in full force beginning on August 1, 2023, and in effect until April 30, 2026, unless terminated earlier as provided herein. At the expiration of the initial term, the Agreement shall automatically renew for successive one-year periods (but no more than two (2) renewal periods total), unless a PARTY provides the other PARTY with notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

Subcontracting

The VENDOR may not, without the prior written consent of the CITY, delegate or subcontract the performance of the work to be provided under the Agreement to be executed by the successful VENDOR, or any portion thereof, which is to be undertaken by the vendor solely.

Permits

VENDOR is responsible for abiding by all Environmental Protection Agency (EPA) and Illinois Environmental Protection Agency (IEPA) regulations and requirements for acceptance, use, and disposal of the material defined within this Agreement and maintaining all necessary permits.

In addition, the VENDOR will be responsible for all testing and material certifications necessary for acceptance, use, and disposal of the excavation materials. The CITY will provide the VENDOR the site locations where the material originated.

Additional Insurance Requirements

The acceptance and disposal of the excavation materials will require the VENDOR to make professional judgments regarding the best standard practices for handling, certifying, and disposal of excavation materials. Therefore, the CITY requires the standard insurance requirements specified in the bid packet, as well as errors and omissions insurance for professional services in the amount of \$2,000,000.

VENDOR shall complete all other work as identified in the incorporated Procurement Documents.

EXHIBIT B COSTS/FEES

VENDOR shall bill CITY at the cost per ton provided in the following table.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Term: August 1, 2023 through April 30, 2024	1	Ton	\$31.00	\$31.00
2	Term: May 1, 2024 through April 30, 2025	1	Ton	\$32.25	\$32.25
3	Term: May 1, 2025 through April 30, 2026	1	Ton	\$33.50	\$33.50
TOTAL					\$96.75

Payment

The VENDOR shall submit a detailed invoice to the CITY each month for the payment of excavation material delivered to its site. Each invoice shall list the date of each delivery, total tonnage of each delivery, truck number and City Division Name. The CITY shall pay only the amount billed and shall not guarantee a minimum monthly payment.

Price

The CITY shall pay the VENDOR the contracted price for excavation material delivered. If the term of the Agreement is extended beyond the initial term as provided in Exhibit A, the VENDOR may increase the price by 3% per year.

EXHIBIT C
CERTIFICATE OF INSURANCE



EVALUATION TABULATION
ITB No. Bid #2023-33
Excavation Material Disposal
RESPONSE DEADLINE: June 19, 2023 at 10:00 am
Report Generated: Thursday, June 29, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Stark Excavating, Inc	\$255.50
Republic Serices	\$453.38
Lakeshore Recycle Systems	\$453.40

EXCAVATION MATERIAL DISPOSAL

Base Bid

Excavation Material Disposal				Lakeshore Recycle Systems		Republic Serices		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost
X	1	Excavation Material Disposal Bid Price: August 1, 2023 through April 30, 2024, with four (4) one-year renewals.	1	Ton	\$55.00	\$55.00	\$55.00	\$55.00	\$31.00
Total					\$55.00	\$55.00	\$55.00	\$55.00	\$31.00

EXCAVATION MATERIAL DISPOSAL

Alternate #1 - Alternate Base Bid Term With Hard Surface Drop Off Location

EVALUATION TABULATION
ITB No. Bid #2023-33
Excavation Material Disposal

Selected	Excavation Material Disposal				Lakeshore Recycle Systems		Republic Serices		Stark Excavating, Inc	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Excavation Material Disposal Bid Price with Hard Surface Drop Off Location: August 1, 2023 through April 30, 2024 with four (4) one-year renewals.	1	Ton	\$55.00	\$55.00	\$55.00	\$55.00	\$31.00	\$31.00
Total						\$55.00		\$55.00		\$31.00

EXCAVATION MATERIAL DISPOSAL

Alternate #2 - Alternate Term Bid - Initial term (August 1, 2023 through April 30, 2026) with two (2) one-year renewals.

Selected	Excavation Material Disposal				Lakeshore Recycle Systems		Republic Serices		Stark Excavating, Inc	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Term: August 1, 2023 through April 30, 2024	1	Ton	\$55.00	\$55.00	\$55.00	\$55.00	\$31.00	\$31.00
X	2	Term: May 1, 2024 through April 30, 2025	1	Ton	\$57.20	\$57.20	\$57.20	\$57.20	\$32.25	\$32.25
X	3	Term: May 1, 2025 through April 30, 2026	1	Ton	\$59.50	\$59.50	\$59.49	\$59.49	\$33.50	\$33.50
Total						\$171.70		\$171.69		\$96.75

EXCAVATION MATERIAL DISPOSAL

EVALUATION TABULATION
ITB No. Bid #2023-33
Excavation Material Disposal

Alternate #3 - Alternate Term Bid with Hard Surface Drop Off Location - Initial term (August 1, 2023 through April 30, 2026) with two (2) one-year renewals.

Excavation Material Disposal									Lakeshore Recycle Systems		Republic Serices		Stark Excavating, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total				
X	1	Term: August 1, 2023 through April 30, 2024	1	Ton	\$55.00	\$55.00	\$55.00	\$55.00	\$31.00	\$31.00				
X	2	Term: May 1, 2024 through April 30, 2025	1	Ton	\$57.20	\$57.20	\$57.20	\$57.20	\$32.25	\$32.25				
X	3	Term: May 1, 2025 through April 30, 2026	1	Ton	\$59.50	\$59.50	\$59.49	\$59.49	\$33.50	\$33.50				
Total						\$171.70		\$171.69		\$96.75				



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Agreement with Dewberry Engineers, Inc., for Solar Evaluation and Preliminary Design, in the Amount of \$62,500, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: If approved, the City will enter into an agreement with Dewberry Engineers, Inc. to perform a solar evaluation, which will involve evaluating City facilities to determine those most suited for solar installations, preparing preliminary sizes and configurations, and providing construction cost estimates for use in future budgets.

The City has been evaluating possible alternative energy installations and desires to move forward with a solar project. City staff have been reviewing codes, policies, procedures, and other materials relative to the design and installation of solar power generation and storage systems at City facilities, but lack expertise for suitable installation sites, sizing, design, and installation. In order to move forward, staff believe the best approach is utilizing the knowledge and expertise of a professional involved in this industry.

Through Request for Qualifications (RFQ) #2022-25 (Resolution 2022-13), Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ #2022-25 established ten categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the six selected firms under the Architectural (Large) category, which is the key service for the project as described above, and determined Dewberry Engineers, Inc. to be the most qualified firm to do the work that best meets the City's needs. Based on Dewberry Engineers' selection under RFQ #2022-25 and their experience with solar infrastructure, Dewberry Engineers was asked to submit a proposal for scope and fees associated with the Solar Evaluation and Preliminary Design project. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Dewberry Engineers, Inc. for Solar Evaluation and Preliminary Design, in the Amount of \$62,500. The project is included in the FY 2024 Budget at \$75,000. The expense will be charged to the Capital Improvement Fund-Architectural & Engineering Services for Capital account (40100100-70051). Stakeholders can locate the project in the FY 2024 Budget Book titled “Other Funds & Capital Improvement” on pages 77, 78, 227, 242 & 247.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal CF-2 (Provide public services in a fiscally, socially and environmentally responsible manner), Objective CF-2.2 (Reduce City facilities’ environmental footprint)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[PW 3B Agreement](#)

[PW 3C Proposal](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
DEWBERRY ENGINEERS INC.
FOR
SOLAR EVALUATION & PRELIMINARY DESIGN**

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

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

General Architectural & Engineering Request for Qualifications (RFQ 2022-25) (hereinafter "REQUEST").

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

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

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

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

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 or VENDOR may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR or CITY is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR or CITY 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 but reasonable discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY or VENDOR 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. Neither the VENDOR nor the CITY shall 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 such party'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 arising out of or in connection with VENDOR's negligent operations performed under this Agreement, except for loss, damage, or expense arising from the 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 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. VENDOR shall have no liability for any reuse, revision, or derivative works prepared by the CITY.

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

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

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

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

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

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

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

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

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

advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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If to VENDOR:

Dewberry Engineers Inc.
Attn: Mike Breitbach
401 SW Water St, Suite 701
Peoria, IL 61602
mbreitbach@dewberry.com

If to CITY:

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

Copy to:
 Dewberry Engineers Inc.
 Attn: Legal
 840 Arlington Boulevard
 Fairfax, VA 2203
legal@dewberry.com

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

DEWBERRY ENGINEERS INC.

By: Mike B.
Its Associate

By: David J. Ems
Its VICE PRESIDENT

EXHIBIT A

DESCRIPTION OF SERVICES/WORK PROVIDED

SCOPE OF SERVICES:

1. Project kick-off meeting:
 - a. Review scope of work and memorialize via meeting minutes.
 - b. Discuss funding methods (tax credits) for the installation.
 - c. Perform cursory Review of all 165 locations with owner to do preliminary elimination of undesirable sites.
 - i. Limit the number of sites to approximately 60 sites.
2. Virtual Evaluation of Sites:
 - a. Develop "Score Card" for viability of sites.
 - b. Examine locations for available roof/green space to install array.
 - c. Rank the 15 best sites for solar availability.
 - d. Review the list of 15 best with the owner and limit the list down to 10 based on owner feedback. Microsoft Teams meeting would be preferable and is assumed.
3. On-Site Inspections:
 - a. Perform onsite inspections of the 10 locations selected from the Virtual Inspections.
 - i. Shade Issues.
 - ii. Surrounding facility impacts.
 - iii. Service suitability for interconnection.
 - iv. Age/Condition of roof.
 - v. Topography of possible grade installation.
 - b. Create report/spreadsheet comparing the 10 locations. Review with owner.
 - c. Limit the potential locations down to 4 locations.
4. Preliminary Design and Layout:
 - a. Create preliminary solar layout on roof/grade for each of the 4 locations. Provide preliminary estimated annual production of each array.
 - b. Identify upgrades required.
 - i. Electrical Equipment/Service Revisions
 - ii. Site Improvements
 1. Grading
 2. Fencing
 3. Plantings
 - c. Create Preliminary Cost Estimates for each site.
 - d. Present final deliverable to owner. Final deliverable to be a report that includes a summary of the solar evaluation, prioritization of the top 15 sites, summary of preliminary layouts and preparation of cost estimates for the top 4 sites.

SCHEDULE

The project will proceed along the following schedule with the noted milestones:

- Complete Project Kick-Off Meeting: within two (2) weeks of Notice to Proceed
- Virtual Evaluation of Sites: Four (4) weeks
- On-Site Inspections: Four (4) weeks
- Preliminary Design, Layout and Final Report: Four (4) weeks

EXHIBIT B COSTS/FEES

COMPENSATION

The City shall pay Dewberry for the services performed under this agreement at the lump sum amount of \$62,500, unless modifications to the project scope are authorized in writing by the City.

June 23, 2023

VIA ELECTRONIC MAIL

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

RE: City of Bloomington – Solar Evaluation & Preliminary Design Proposal

Dear Mr. Waller,

Thank you for your interest in employing Dewberry Engineers Inc. (DEI) to provide professional services associated with the City of Bloomington – Solar Evaluation & Preliminary Design Proposal. The following proposal will define the project understanding, scope of work, and fees for the proposed improvements.

PROJECT UNDERSTANDING AND SCOPE OF WORK

The City of Bloomington has requested that Dewberry Engineers Inc. prepare an evaluation of City facilities to determine the feasibility of the installation of solar improvements. The evaluation of the City facilities will include review of all City facilities for potential solar array installation. The intent of the improvements would be to offset the current electrical load. The City has approximately 165 facilities and 115 buildings. The scope of services will include preparation of a report will also include a summary of the solar evaluation, prioritization discussion of the top 15 sites and provide preliminary layouts and cost estimates for the top 4 sites.

SCOPE OF SERVICES:

1. Project kick-off meeting:
 - a. Review scope of work and memorialize via meeting minutes.
 - b. Discuss funding methods (tax credits) for the installation.
 - c. Perform Cursory Review of all 165 locations with owner to do preliminary elimination of undesirable sites.
 - i. Limit the number of sites to approximately 60 sites.
2. Virtual Evaluation of Sites:
 - a. Develop “Score Card” for viability of sites.
 - b. Examine locations for available roof/green space to install array.
 - c. Rank the 15 best sites for solar availability.
 - d. Review the list of 15 best with the owner and limit the list down to 10 based on owner feedback. Microsoft Teams meeting would be preferable and is assumed.
3. On-Site Inspections:
 - a. Perform onsite inspections of the 10 locations selected from the Virtual Inspections.
 - i. Shade Issues.
 - ii. Surrounding facility Impacts.
 - iii. Service suitability for interconnection.
 - iv. Age/Condition of roof.
 - v. Topography of possible grade installation.
 - b. Create report/spreadsheet comparing the 10 locations. Review with owner.
 - c. Limit the potential locations down to 4 locations.
4. Preliminary Design and Layout:
 - a. Create preliminary solar layout on roof/grade for each of the 4 locations.

- b. Provide preliminary estimated annual production of each array.
- c. Identify upgrades required.
 - i. Electrical Equipment/Service Revisions
 - ii. Site Improvements
 - 1. Grading
 - 2. Fencing
 - 3. Plantings
- d. Create Preliminary Cost Estimates for each site.
- e. Present final deliverable to owner. Final deliverable to be a report that includes a summary of the solar evaluation, prioritization of the top 15 sites, summary of preliminary layouts and preparation of cost estimates for the top 4 sites.

SCHEDULE

The project will proceed along the following schedule with the noted milestones:

- Complete Project Kick-Off Meeting: within two (2) weeks of Notice to Proceed
- Virtual Evaluation of Sites: Four (4) weeks
- On-Site Inspections: Four (4) weeks
- Preliminary Design, Layout and Final Report: Four (4) weeks

COMPENSATION

The City shall pay Dewberry for the services performed under this agreement at the lump sum amount of \$62,500, unless modifications to the project scope are authorized in writing by the City.

Should you have any questions or comments regarding this proposal, contact Mike Breitbach at 309.282.8164 or through email: mbreitbach@dewberry.com.

Sincerely,



Michael Breitbach, P.E.
Civil Engineering Department Manager



CONSENT AGENDA ITEM NO. 8.F.

ROU COLNCIW July 24, 2023

P AUD IMBACTED: Ward 9

SLJKECT: Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with Donelson Construction Company, LLC, for High-Pressure Slurry Seal Pavement Preservation, in the Amount of \$612,148.80, as requested by the Public Works Department.

UECOMMENDED MOTION: The proposed Resolution be approved.

STUATEGIC BWAN WNY:

Goal 2. Upgrade City Infrastructure and Facilities

STUATEGIC BWAN SIGNIRICANCE:

Objective 2a. Better quality roads and sidewalks

JACYGUOLND: If approved, the resolution would authorize the City to waive the formal bidding requirements to enter into an agreement with Donelson Construction Company for the Fiscal Year 2024 Pavement Preservation High-Pressure Slurry Seal (PressurePave) Program. Donelson Construction Company is a limited source distributor/applicator of PressurePave for our region. The attached preliminary pavement preservation map shows the streets anticipated to be preserved using High-Pressure Slurry Seal in Fiscal Year 2024.

City staff have researched various pavement preservation products via site visits of current and previously treated roadways in other municipalities and has concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and specific areas. The PressurePave system is one of the most versatile tools in the pavement preservation industry. Able to preserve pavements many would consider to be candidates for mill and overlay, this hybrid system pressure injects a crack sealant into the pavement while simultaneously applying a thin asphalt overlay. This system is more efficient and cost-effective than many other pavement preservation options. With a price that can be significantly less than the cost of a mill and asphalt overlay, and a 10+ year average surface life, the life cycle cost is ideal for public and private agencies wishing to cut costs or double the number of roadways able to be treated. Additional information is available at: www.donelsonconstruction.net/pressurepave.

Information about City streets is maintained in a Geographic Information System (GIS) 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 preserved each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

COMMLNIT/ GUOLBSVNTEUESTED BEUSONS CONTACTED: N/A

RINANCIAWIMBACT: If approved, the City will enter into an Agreement with Donelson Construction Company, LLC, for High-Pressure Slurry Seal Pavement Preservation, in the Amount of \$612,148.80. This is included in the Capital Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this item in the FY 2024 Budget Book titled “Other Funds & Capital Improvement” on pages 82, 83, 228, and 276-278.

AMEUCAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNIT/ DEHEVOBMENT IMBACT: This request is for the following: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety, and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs); and Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), and Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Ronald Harvey, Civil Engineer I

ATTACHMENTS:

[PW 7B Resolution](#)

[PW 7C Contract](#)

[PW 7D FY24 Resurfacing Sidewalk Program Allocations](#)

[PW 7E Sole Source Letter](#)

[PW 7F Map](#)

RESOLUTION NO. 2023 - ____

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

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, Donelson Construction Company, LLC, is the sole source distributor/applicator of PressurePave High-Pressure Slurry Seal for our region; and

WHEREAS, City staff researched various pavement preservation products via site visits of current and previously treated roadways in other municipalities and has concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and specific areas; and

WHEREAS, City staff believes utilizing the bid waiver process and selecting Donelson Construction Company, LLC, will allow the City to preserve selected pavement locations with a more efficient and cost-effective treatment than a mill and overlay treatment;

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, the formal bid requirements are waived, and the proposed agreement with Donelson Construction Company, LLC, for High-Pressure Slurry Seal Pavement Preservation is approved.

PASSED this 24th day of July 2023.

APPROVED this ____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

Donelson Construction Company, LLC

FOR

FY 2024 Pavement Preservation High-Pressure Slurry Seal Program

THIS AGREEMENT, dated this ____ day of _____ July _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and _____ Donelson Construction Company, LLC (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"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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



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



This Agreement is subject to bonding requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

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

☒

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

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

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

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

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

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

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

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

If to VENDOR:

Donelson Construction Company, LLC
Attn: Bryant Donelson
1075 Wise Hill Road
Clever, MO 65631
bdonelson@cleverstone.com

Copy to:

If to CITY:

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

Copy to:

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

DONELSON CONSTRUCTION COMPANY, LLC

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
Its City Clerk

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of High-Pressure Slurry Seal to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by pressure-injection of a crack sealant into the pavement while simultaneously applying a thin asphalt overlay. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 10 business days of the Notice to Proceed submission. All work shall be completed by September 30, 2023. Please see attached documents for specifications and locations of work to be completed.

EXHIBIT B
COSTS/FEES

High-Pressure Slurry

\$497,006.40

High-Pressure Scratch

\$106,142.40

Street Sweeping and Cleaning – Before Treatment

\$5,000.00

Resident Notification

\$4,000.00

TOTAL

\$612,148.80

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

Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

<u>Program</u>	<u>Budget</u>	<u>Bid Award</u> As of 7/24/23	<u>Unencumbered</u> As of 7/24/23
Multi-Year Street and Alley Resurface Program			
FY23 Rollover	\$ 100,000.00	-	100,000.00
General Resurfacing	\$ 6,489,300.00	-	6,489,300.00
Pavement Preservation: Patching for High-Pressure Slurry Seal	\$ 350,000.00	-	350,000.00
Pavement Preservation: Chip Seal	\$ 130,000.00	-	130,000.00
Pavement Preservation: Rejuvenator	\$ 130,000.00	-	130,000.00
Pavement Preservation: High-Pressure Slurry Seal	\$ 650,000.00	-	650,000.00
Street, Alley & Sidewalk Maintenance (Bid 2023-28) (2)	\$ 250,700.00	250,700.00	-
Subtotal =	\$ 8,100,000.00	\$ 250,700.00	\$ 7,849,300.00
Multi-Year Sidewalk and Ramp Replacement Program			
Sidewalk and Curb Ramp Replacement Program	\$ 2,000,000.00	-	2,000,000.00
Subtotal =	\$ 2,000,000.00	\$ -	\$ 2,000,000.00
Total =	\$ 10,100,000.00	\$ 250,700.00	\$ 9,849,300.00

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) Approved by Council on April 24, 2023



**Construction
Company, LLC**

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

May 16, 2023

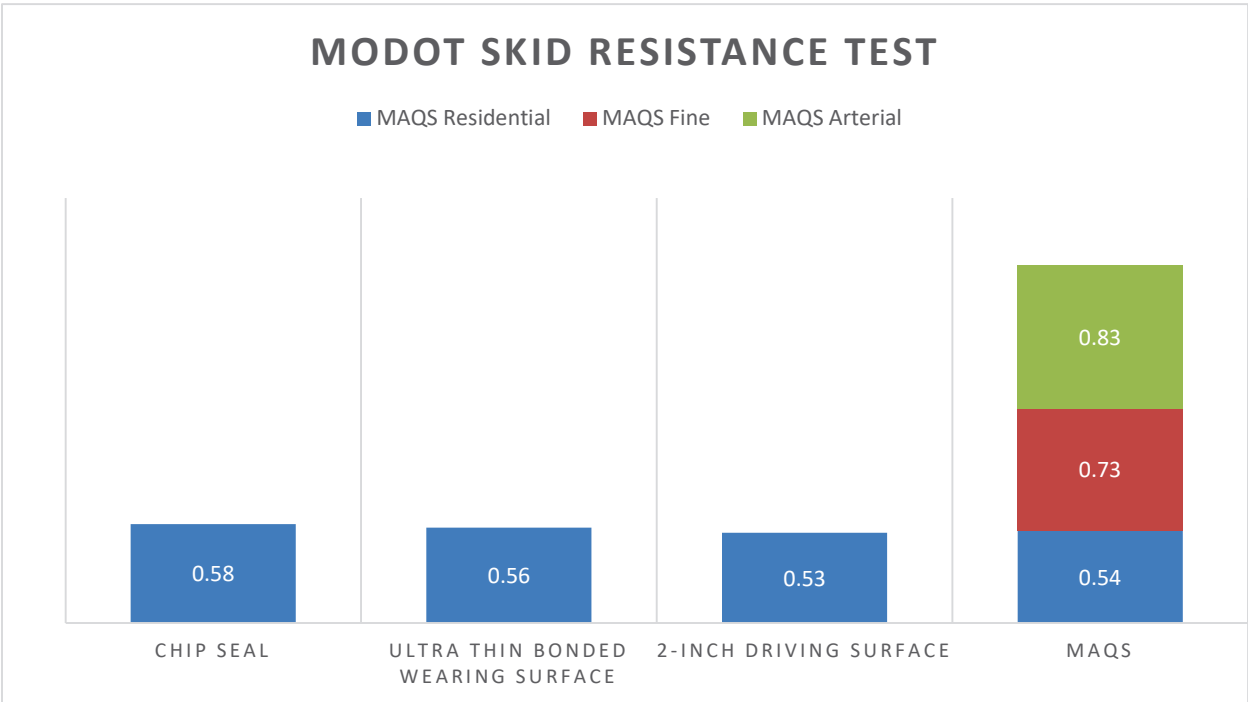
To Whom It May Concern,

Donelson Construction Co., LLC respectfully requests that the MAQS[®]-PressurePave Surfacing System be treated as a sole-source product for the following reasons:

1. Donelson Construction has invented a proprietary system, materials, and related equipment to uniquely improve the sealing ability of the MAQS[®] product line of wearing surfaces, known as PressurePave. The MAQS[®]-PressurePave Surfacing System is unique in the industry as it has the ability to install and cure two completely different products in one simultaneous application. (US Patent No. 9,879,387, US Patent No. 9,260,826, and other patents pending)
2. The topical surface (MAQS[®]) Donelson has developed and installs is unique to the pavement preservation industry. A patent on this product was applied for and received approval, demonstrating the innovation and superior degree of performance it offers. (Patent No. US7,312,262B2).
3. The MAQS[®] surface contains crushed aggregate that is unique. The aggregate is composed of a blend of two types of limestone found and produced in the Clever Stone Quarry. The blend is specifically designed to produce desired results mentioned below. Clever Stone Co., Inc. has agreed to manufacture and distribute this aggregate on an exclusive basis to Donelson Construction Company.
4. The gradation and combination of aggregate used by Donelson in the MAQS[®] surface is proprietary and can be outside of industry standards. Properties achieved are early and long-term surface toughness as well as superior, long-term pavement sealing effectiveness.
5. Use of limestone aggregate in slurry and micro-surfacing seals is commonly known in the industry as unacceptable due to poor wear characteristics resulting in breakdown of skid resistance. This patented aggregate blend produces the only proven safe slurry or micro-surfacing driving surface that uses limestone. This claim is proven through wet pavement skid resistance test results shown on the graph that follows.

The data was produced from testing under the supervision of the Missouri Highway and Transportation Department (MODOT). The new type of mobile equipment that is used for the test more accurately reflects the anti-lock brake systems found on today’s modern vehicles. Pavement skid resistance is measured by a single numerical value, measuring from 0 to 1, with 1 being the best skid resistance. The value of 0.5 is known in the industry to be the minimum acceptable value for a safe driving surface.

The test results show that the MAQS[®] product can be uniquely designed to achieve a wide range of safe driving surfaces, ranging from the minimum, 0.50, to a highly impressive 0.83. Achieving these values, while at the same time providing the other performance characteristics described herein, makes this a highly unique surface treatment.



- 6. The aggregate, combined with a specific emulsion oil, produces an asphalt mixture with a much higher degree of performance compared to other similar products. This degree of performance is illustrated in two important lab test results, both obtained from International Slurry Surfacing Association Test TB100. A “One Hour Soak Wet Track Test” and a “Six Day Soak Wet Track Test” are used to test a finished surface’s adhesion and cohesion properties. In other words, these tests measure the amount of “raveling” or “shredding of stone” one may expect from the new surface. The industry standard allows for a maximum of 50 grams/square foot of aggregate loss, and 75 grams/square foot of aggregate loss for the One Hour and Six Day tests, respectively. Our product often tests at less than 25 grams/square foot for each.

7. The emulsion oil component in Donelson's asphalt mixture is designed specifically for this aggregate. Two components within the emulsion oil are produced and distributed exclusively to Donelson Construction Co. by Donelson Sealant Technologies. (DST- SCA set control agent and DST- Flex performance additive)
8. Donelson Construction has developed a proprietary product, and method to use the same, (MAQS[®] - Flex) as a large-scale crack sealer. Current industry standards do not have a material specification or method of placement that is comparable.
9. Donelson Construction has invented and patented a unique piece of equipment, a material transfer unit, which is important to the overall operation of the MAQS[®]-PressurePave process. (US Patent No. 8,033,775B2)
10. Donelson Construction has invented a proprietary piece of equipment, a material dispersal device, which is used to uniformly apply and spread MAQS[®]-PressurePave material on the road surface. The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 9,260,826)
11. Donelson Construction has invented a proprietary piece of equipment, which is used to uniformly apply and spread MAQS[®]-PressurePave material on a curved road surface (i.e. cul-de-sacs). The purpose of the unit's special design allows for new pavement skid resistance to be achieved, even on poorly contoured road profiles. (US Patent No. 11,060,248 B2)
12. Donelson Construction has developed MAQS[®]-PressurePave Sealant material. (US Patent Pending)

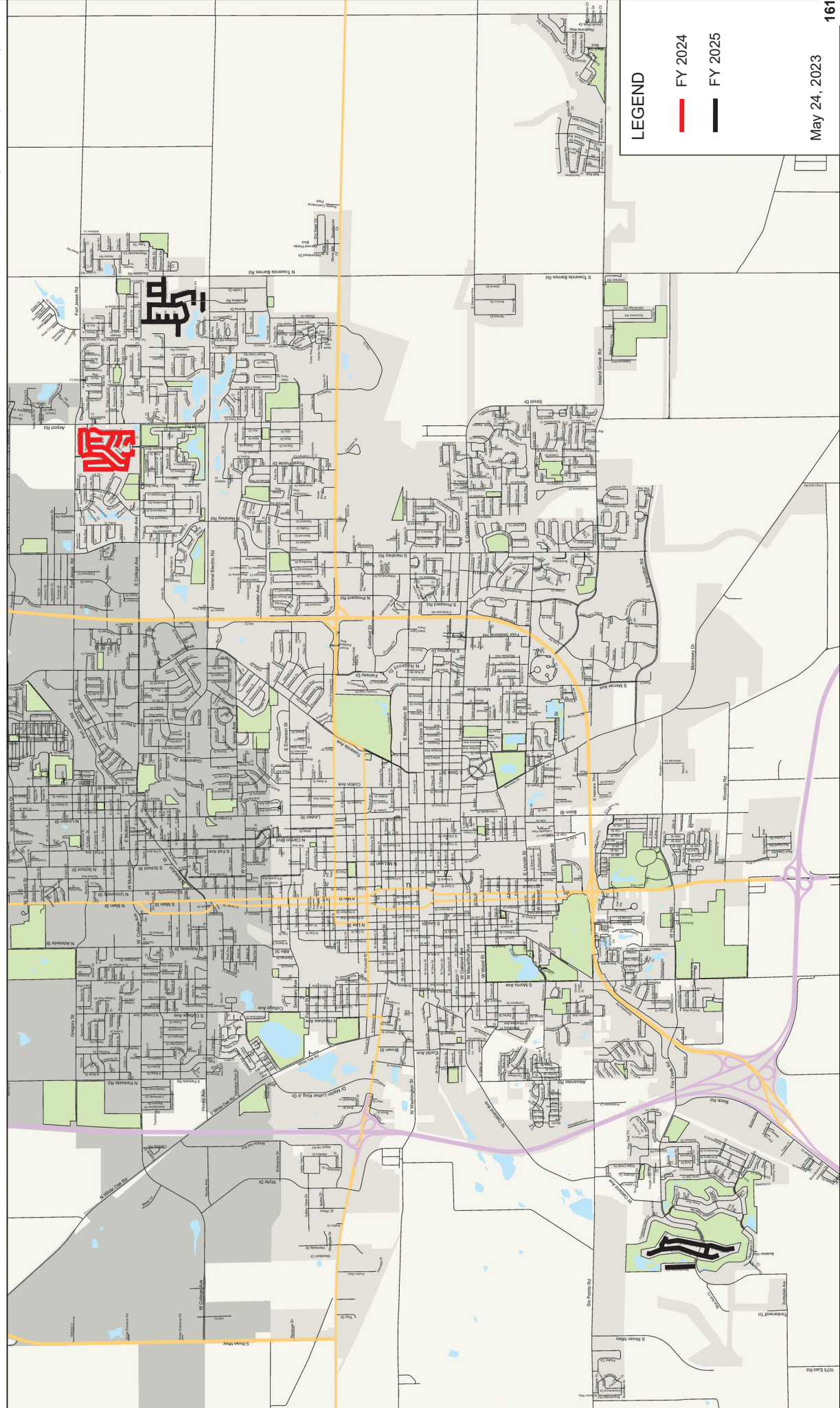
In summary, Donelson Construction is clearly the only company that is able to manufacture and install these MAQS[®]-PressurePave products. Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, reading "Michael J. Donelson". The signature is fluid and cursive, with the first name "Michael" and last name "Donelson" clearly legible.

Michael J. Donelson
Owner

FY2024 AND FY2025
HP SLURRY OVERALL MAP



LEGEND

— FY 2024

— FY 2025

May 24, 2023



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of Third Addition to the Links at Ireland Grove Road Subdivision and a Storm Water Detention Easement Vacation, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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 Petitioner, Green Fairways Development, LLC, is requesting approval of a Final Plat and a Storm Water Detention Easement Vacation for the Third Addition to the Links at Ireland Grove Road Subdivision, which consists of four lots and is located south of Ballybunion Road and east of Tullamore Avenue.

The property is a part of existing Parcel Identification Numbers (PINs) 22-18-203-006, -010, -011, -012, -013, and -014. The subject parcels currently exist as a golf course, driving range, clubhouse, restaurant, and four other undeveloped lots. The proposed development includes the golf course remaining in place, and the clubhouse and restaurant being placed on their own lots, which will have a shared parking agreement. Generally, the four undeveloped lots will combine with the driving range area to be constructed as a multi-family housing development, which was depicted on the Residences at the Links Preliminary Plan, passed at the February 23, 2023, Council meeting (Item 7.I.).

The Final Plat includes utility easement vacations and dedication of new utility easements. The utility companies have no objection to the proposed changes.

A surety, such as a bond or letter of credit, is required to assure the construction of public improvements. A tap-on fee is a fee paid by the landowner/developer so that the City can recoup costs to install public infrastructure. See the attached tap-on memo for additional information. Both the surety and the tap-on fee payment are required within 90 days of approval of the ordinance. Otherwise, the approval becomes null and void in accordance with Section 24-305 of the City Code.

The area has both B-1 (General Commercial) District and P-2 (Public Lands and Institutions) District zoning, with portions having an S-1 (Aircraft Noise Impact) District overlay. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Green Fairways Development, LLC

FINANCIAL IMPACT: Green Fairways Development, LLC, paid all survey, plat, and tap-on costs. See the attached tap-on memo for additional information.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objective ED-4.1 (Plan for a diversity of ready-to-build sites to meet the demand), and Objective ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City)

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 1B Ordinance

PW 1C Ordinance Exhibit C - Final Plat

PW 1D Ordinance Exhibit D - Easement Vacation Plat

PW 1E Ordinance Exhibit E - Previously Recorded Detention Easement

PW 1F Owners Petition

PW 1G Easement Vacation Petition

PW 1H County Clerks Certificate

PW 1I Owners Certificate

PW 1J School District Certificate

PW 1K Final Plat Checklist

PW 1L Plat Map

PW 1M Tap-On Memo

PW 1N Drainage Statement

PW 1O Utility Signoffs

ORDINANCE NO. 2023 - _____

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

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Third Addition to the Links at Ireland Grove Road Subdivision dated May 23, 2023, legally described in Exhibit “A” and illustrated in Exhibit “C”, attached hereto and made a part hereof by this reference; and

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

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code; and

WHEREAS, there was also filed with the City of Bloomington, a Petition requesting the vacation of a Storm Water Detention Easement, legally described in Exhibit B, made a part hereof by this reference and depicted on Exhibit “D”, attached hereto and incorporated herein by this reference; and

WHEREAS, the easement to be vacated was recorded on November 14, 2006, as Document No. 2006-31591, attached hereto and labeled Exhibit E; and

WHEREAS, said Petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance, approve the final plat and grant the easement vacation; and

WHEREAS, it is reasonable and proper to vacate said easements in the manner requested in the Petition.

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

Section 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2. The Final Plat of Third Addition to the Links at Ireland Grove Road Subdivision dated May 23, 2023, legally described in Exhibit “A” and illustrated in Exhibit “C”, is hereby approved. However, the Final Plat shall not be recorded until the City receives the Performance Guarantee for public improvements in the amount of \$265,681.90 and Tap-on fees in the amount of \$88,310.24. If the City does not receive the Performance Guarantee and Tap-on fees within 90 days of passage, this approval shall become null and void in accordance with Section 24-305 of the City Code.

Section 3. The Storm Water Detention Easement Vacation Plat legally described in Exhibit “B” and depicted on Exhibit “D”, is hereby approved, which vacates certain easements shown on Exhibit “E”, recorded on November 14, 2006, as Document No. 2006-31591.

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

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 24th day of July 2023.

APPROVED this _____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
LEGAL DESCRIPTION OF PROPERTY

Lots 318, 319, 320, 321 and 322 in the Second Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded November 13, 2009 as Document No. 2009-34823 and Lot 312 in the First Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded January 26, 2006 as Document No. 2006-2199 in the City of Bloomington, McLean County Illinois.

PINS: 22-18-203-006
22-18-203-010
22-18-203-011
22-18-203-012
22-18-203-013
22-18-203-014

Exhibit B
LEGAL DESCRIPTION OF VACATION PLAT EXHIBIT

A part of Lot 318 in the Second Addition to the Links at Ireland Grove Road Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded in the McLean County Recorder's Office, more particularly described as follows: Beginning at the Northeast Corner of Lot 319 in said Second Addition. From said Point of Beginning, thence south 552 feet along the East Line of said Lot 319 and the East Lines of Lots 320 and 321 in said Second Addition to the Southeast Corner of said Lot 321; thence east 250 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence North 552 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence West 250 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

VACATION PLAT

PART OF THE NW 1/4 OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

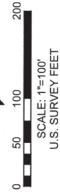
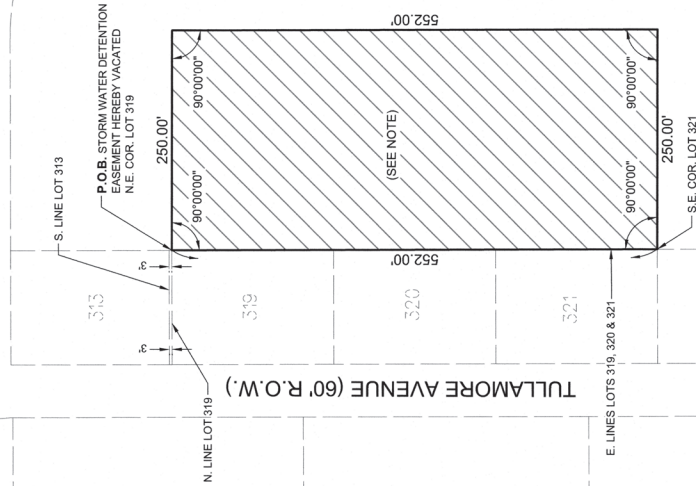
RESUBDIVISION OF LOT 308
IN THE FIRST ADDITION TO
THE LINKS AT IRELAND
GROVE ROAD SUBDIVISION

EXHIBIT D

FIRST ADDITION TO THE LINKS AT
IRELAND GROVE ROAD SUBDIVISION

RESUBDIVISION OF LOT 326 IN THE
FIRST ADDITION TO THE LINKS AT
IRELAND GROVE ROAD SUBDIVISION

314 323 324 307
BALLYBUNION ROAD (60' R.O.W.)



LEGEND

STORM WATER DETENTION
EASEMENT HEREBY VACATED

STORM WATER DETENTION EASEMENT HEREBY VACATED:

A part of Lot 318 in the Second Addition to the Links at Ireland Grove Road Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded in the McLean County Recorder's Office, more particularly described as follows: Beginning at the Northeast Corner of Lot 319 in said Second Addition. From said Point of Beginning, thence south 532 feet along the East Line of said Lot 319 and the East Lines of Lots 320 and 321 in said Second Addition to the Southeast Corner of said Lot 321; thence east 90'-00"-00" with the right of 90'-00"-00" with the last described course; thence north 552 feet along the right of 90'-00"-00" with the last described course; thence west 250 feet along a line which forms an angle to the right of 90'-00"-00" with the last described course to the Point of Beginning.

NOTE:

The above-described Storm Water Detention Easement is for the benefit of Lot 313 in the First Addition and Lots 319, 320, 321 and 322 in the Second Addition, both being additions to the Links at Ireland Grove Road Subdivision was recorded on November 14, 2006 as Document No. 2006-31691 is Hereby Vacated.



FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704

By: *[Signature]*
Brent A. Bazan
Professional Land Surveyor No. 3715

DATE: 4-28-23
EXP. DATE: 11-30-2024
DESIGN FIRM REGISTRATION
NO. 184-001658

STORM WATER
DETENTION EASEMENT
VACATION

SHEET NUMBER

1

N.W. 1/4 SEC. 18 T.23N., R.3E. 3P.M.

6

5

4

3

2

1

File No.:

18-1818

31
EXHIBIT E



Image# 005370730003 Type: EASE
Recorded: 11/14/2006 at 09:47:08 AM
Receipt#: 2006-00019840
Total Amt: \$41.00 Page 1 of 3
IL Rental Housing Fund: \$10.00
McLean County, IL
H. Lee Newcom Recorder

File 2006-00031591

STORM WATER DETENTION EASEMENT

THE LINKS AT IRELAND GROVE ROAD, LLC, an Illinois Limited Liability Company (Grantor) does hereby convey, grant and dedicate to the owners of Lots 313, 319, 320, 321 and 322 in the First Addition to the Links At Ireland Grove Road Subdivision, Bloomington, Illinois, according to the Plat thereof recorded January 26, 2006, as Document No. 2006-0002199, McLean County, Illinois, (Tax Parcel Number - part of 22-18-200-001) and Easement for storm water detention as shown on the Storm Water Detention Easement Plat prepared by Farnsworth Group dated October 11, 2006 attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF the Grantor has executed this Storm Water Detention Easement this 24 day of October, 2006.

THE LINKS AT IRELAND GROVE ROAD, LLC,
An Illinois Limited Liability Company

By:

Darren Rogers, as Managing Member of
The Links At Ireland Grove Road, LLC,
An Illinois Limited Liability Company

STATE OF ILLINOIS)
) SS:
MCLEAN COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE LINKS AT IRELAND GROVE ROAD, LLC, an Illinois Limited Liability Company By: Darren Rogers, its Managing Member personally known to me to be the same person whose name is subscribed to the foregoing instrument, and having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 24th day of October, 2006.



NOTARY PUBLIC



Return to:
Prepared by:
William C. Wetzel, Esq. of
Livingston, Barger, Brandt & Schroeder
115 W. Jefferson, Ste. 400
Bloomington, IL. 61702-3457
Tel. No. (309) 828-5281

 Farnsworth GROUP	
2709 MCGRAW DRIVE BLOOMINGTON, ILLINOIS 61704 (309) 665-9451 / (309) 665-1671 fax www.fw.com	
Drawn: 6.8 Date: 01-10-06	Project No.: 1094640 No. of Sheets: 18-1818
Project No.: 1094640 No. of Sheets: 18-1818	

State of Illinois)
)ss.
County of McLean)

Now come(s) **Green Fairways Development, LLC, an Illinois Limited Liability Company,**

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) "A", which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

Third Addition to The Links at Ireland Grove Road Subdivision

By: Elizabeth B. Megli
Elizabeth B. Megli, Its Attorney

Exhibit A

Lots 318, 319, 320, 321 and 322 in the Second Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded November 13, 2009 as Document No. 2009-34823 and Lot 312 in the First Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded January 26, 2006 as Document No. 2006-2199 in the City of Bloomington, McLean County Illinois.

PINS: 22-18-203-006

22-18-203-010

22-18-203-011

22-18-203-012

22-18-203-013

22-18-203-014

State of Illinois)
)ss.
County of McLean)

Now come(s) **Green Fairways Development, LLC, an Illinois Limited Liability Company,**

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) "A", which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner(s) are seeking to vacate the storm water detention easement in accordance with the Vacation Plat attached as Exhibit "B" and made a part hereof by reference.
3. That your petitioner(s) have provided alternative storm water detention sufficient to serve the needs of the Third Addition to The Links at Ireland Grove Road Subdivision, which is reflected on the Final Plat thereof dated May 23, 2023, and submitted concurrently with this petition.

Respectfully submitted,

By: Elizabeth B. Megli
Elizabeth B. Megli, Its Attorney

EXHIBIT A

LEGAL DESCRIPTION

A part of Lot 318 in the Second Addition to the Links at Ireland Grove Road Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded in the McLean County Recorder's Office, more particularly described as follows: Beginning at the Northeast Corner of Lot 319 in said Second Addition. From said Point of Beginning, thence south 552 feet along the East Line of said Lot 319 and the East Lines of Lots 320 and 321 in said Second Addition to the Southeast Corner of said Lot 321; thence east 250 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence North 552 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence West 250 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning.

EXHIBIT B

**VACATION PLAT
SEE ATTACHED**

VACATION PLAT

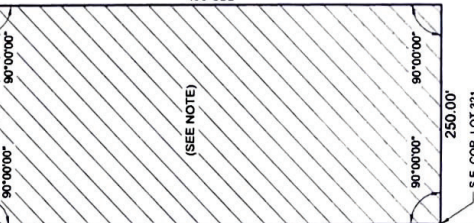
PART OF THE NW 1/4 OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE 3RD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

RECONSTRUCTION OF LOT 319
BY THE FIRST ADDITION TO
THE MCLEAN GROVE ROAD SUBDIVISION

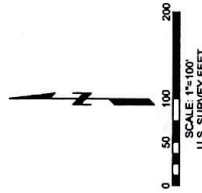
BALLYBUNION ROAD (60' R.O.W.)

S. LINE LOT 313
P.O.B. STORM WATER DETENTION
EASEMENT HEREBY VACATED
N.E. COR. LOT 319

TULLAMORE AVENUE (60' R.O.W.)



(SEE NOTE)



LEGEND



STORM WATER DETENTION
EASEMENT HEREBY VACATED

STORM WATER DETENTION EASEMENT HEREBY VACATED:

A part of Lot 318 in the Second Addition to the Links at Ireland Grove Road Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded in the McLean County Recorder's Office, more particularly described as follows: Beginning at the Northeast Corner of Lot 319 in said Second Addition. From said Point of Beginning, there is a run 552 feet along the East Line of said Lot 319 and the East Lines of Lots 320 and 321, thence north 552 feet along the East Line of said Lot 319 and the East Lines of Lots 320 and 321, thence east 250 feet along a line which forms an angle to the right of 90°-00'-00\"/>

NOTE:

The above-described Storm Water Detention Easement is for the benefit of Lot 313 in the First Addition and Lots 318, 320, 321 and 322 in the Second Addition, both being additions to the Links at Ireland Grove Road Subdivision was recorded on November 14, 2006 as Document No. 2006-31591 is Hereby Vacated.



FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, IL 61704

By: *Brent A. Bazzan*
Brent A. Bazzan
Professional Land Surveyor No. 3715

DATE: 11-28-23
EXP. DATE: 11-30-2024
DESIGN FIRM REGISTRATION
NO. 184-001856



Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists
NAME: _____
DATE: _____ DESCRIPTION: _____

PROJECT

SECOND ADDITION TO THE
LINKS AT IRELAND GROVE
ROAD SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 4-28-23
Design/Drawn: DJM
Reviewed:
Field Book No.:
Project No.: 0230401.00
SHEET TITLE

**STORM WATER
DETENTION EASEMENT
VACATION**

SHEET NUMBER

1

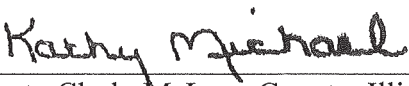
File No.:

18-1818

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 15 day of May 2023, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tracts of land legally described on Exhibit "A" attached hereto and made a part hereof.



County Clerk, McLean County, Illinois

Exhibit A

Lots 318, 319, 320, 321 and 322 in the Second Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded November 13, 2009 as Document No. 2009-34823 and Lot 312 in the First Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded January 26, 2006 as Document No. 2006-2199 in the City of Bloomington, McLean County Illinois.

PINS: 22-18-203-006
22-18-203-010
22-18-203-011
22-18-203-012
22-18-203-013
22-18-203-014

OWNER'S CERTIFICATE

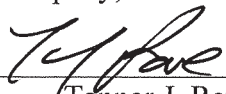
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of Third Addition to the Links at Ireland Grove Road Subdivision, to the City of Bloomington, McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct final plat of the "Third Addition to The Links at Ireland Grove Road Subdivision" to the City of Bloomington, McLean County, Illinois as laid off in lots by Brent A. Bazan, Illinois Professional Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Final Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 16th day of May 2023.

Owner:

Green Fairways Development, LLC, an Illinois Limited Liability Company,

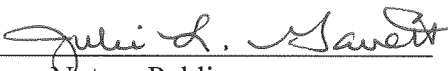
By: 
Tanner J. Rave
Its Manager

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, Julie L. Garrett, a Notary Public in and for the county and state aforesaid, do hereby certify that Tanner Rave, Manager of Green Fairways Development, LLC, an Illinois limited liability company, personally known to be the Manager of Green Fairways Development, LLC, an Illinois limited liability company, whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, with full power and authority to act, as and on behalf of Green Fairways Development, LLC, an Illinois limited liability company.

Given under my hand and notarial seal this 16th day of May 2023.


Notary Public

My commission expires 12-9-26.



SCHOOL DISTRICT CERTIFICATE

This is to certify that **Green Fairways Development, LLC, an Illinois Limited Liability Company**, as Developer and Owner of the property herein described in the Surveyor's Certificate, which will be known as the Third Addition to The Links at Ireland Grove Road Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #5, in McLean County, Illinois.

Dated this 12th day of May 2023.

Green Fairways Development, LLC,
an Illinois Limited Liability
Company

By: Elizabeth B. Megli
Elizabeth B. Megli,
Its Attorney

State of Illinois)
)ss.
County of McLean)

I, Julie Garrett, a Notary Public in and for the county and State aforesaid, do hereby certify that **ELIZABETH B. MEGLI**, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 12th day of May 2023.

Julie L. Garrett
Notary Public

My commission expires 12-9-2026.





Green Fairways Development, LLC (Third Addition to the Links at Ireland Grove Road Sub.)

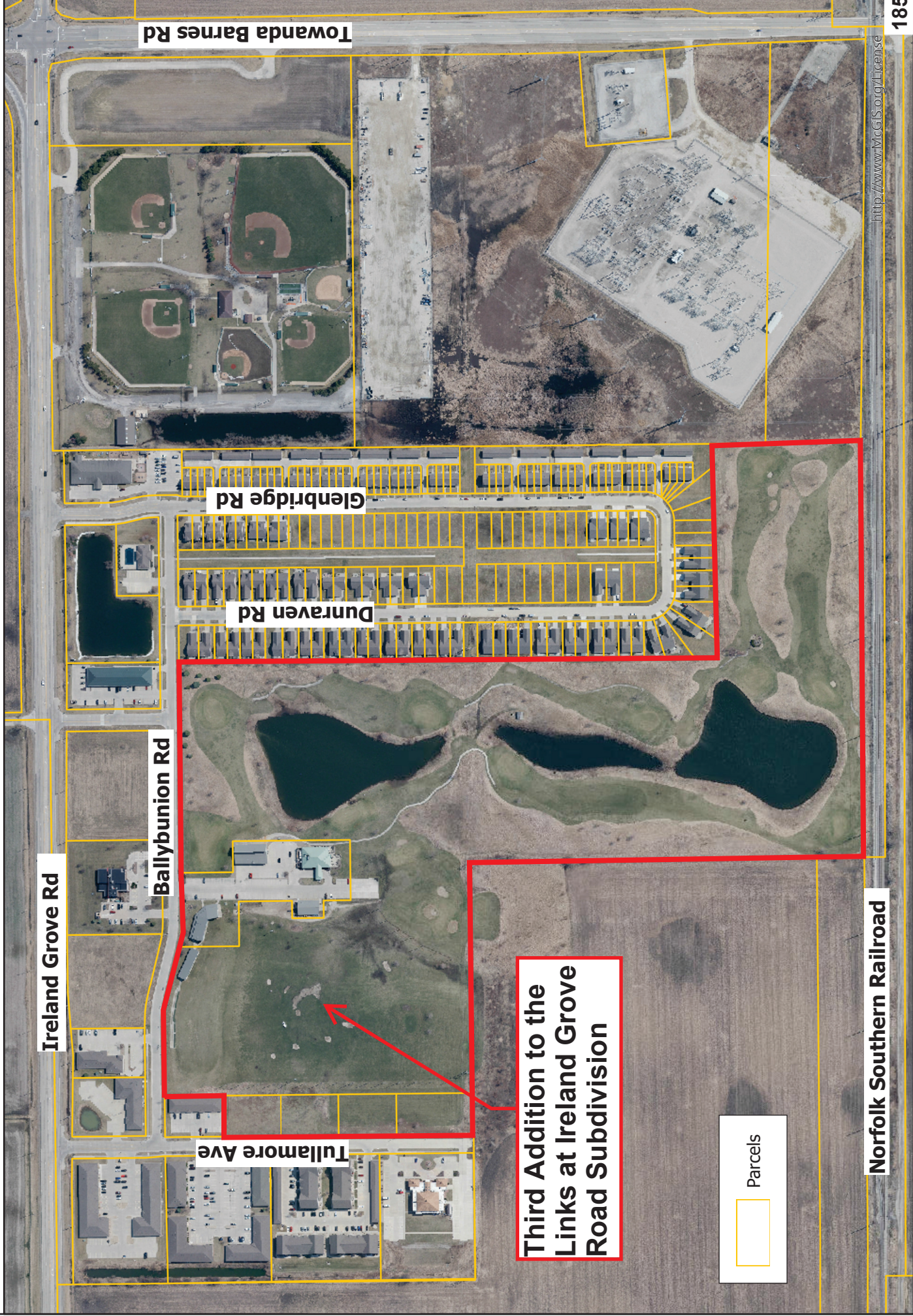
Date Prepared: 7/10/2023

Shown on Final Plat:		Initial
	Easements shown for all public improvements	S/L
	City Engineer's Signature Block	S/L
	Clerk's Signature Block	S/L
	Areas or facilities to be dedicated to the public	S/L
	Railroad Right of Ways	S/L
	Subdivision Boundaries	S/L
	References to nearest street lines, Township, Sections lines, or monuments.	S/L
	Name of Subdivision	S/L
	Legal Description	S/L
	Existing Parcel Id Number (PIN)	S/L
	Surveyor's statement regarding any Special Flood Hazard Areas.	S/L
	Total Acreage	S/L
	Street Names	S/L
	Proposed Lot numbers (consecutively numbered)	S/L
The following shall be provided:		
	School District Certificate	S/L
	County Clerk's Certificate	S/L
	Owner's Certificate	S/L
	Drainage Statement	S/L
	Owner's Petition	S/L
	Ordinance	S/L
	Utility Company Signoffs	S/L
	Digital PDF Submittal provided to Public Works	S/L
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	S/L
	Retains the design characteristics of approved public improvement engineering plans and specifications.	In progress - ok
	Final Plat is signed by IL licensed surveyor	S/L
	Plans for all public improvements approved by Public Works	In progress - ok

Third Addition to the Links at Ireland Grove Road Subdivision



Date: 6/20/2023



Third Addition to the
Links at Ireland Grove
Road Subdivision

Parcels

Norfolk Southern Railroad

<http://www.bloomington.org/license>

MEMORANDUM

Date: July 6, 2023
To: Alissa Pemberton, City Planner
From: Steven J. Law, P.E.
Re: **Third Addition to the Links at Ireland Grove Road Subdivision**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Third Addition to the Links at Ireland Grove Road Subdivision.** The final plat is scheduled for Council consideration at the July 24, 2023 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	SE Pump Sta, E Intercept Sewer	51101100-54120	\$2,968.88	\$3,074.74	\$6,043.62
2	Ireland Grove Outfall Sew	51101100-54120	\$3,318.16	\$9,274.26	\$12,592.42
3	White Eagle Outfall Sewer	51101100-54120	\$7,596.84	\$7,091.04	\$14,687.88
4	Tow.-Barn. Bus. Park San.	51101100-54120	\$9,779.84	\$8,625.56	\$18,405.40
5	Fee in lieu of Park Land	24104100-57320			\$36,580.92
	Total				\$88,310.24

Subdivision development area is 17.676 acres. Sewer fees are reduced by 0.212 acres due to a credit remaining from an overpayment of the First Addition.

- (1) SE (Little Kick.) Pump Station & E. Side Interceptor: (Pump Station \$280/acre, Interceptor sewer \$170/acre); Pump Station is off-line, therefore \$170/acre + 6% from 9/1994.
- (2) Ireland Grove Outfall Sewer: \$190/acre + 6% from 12/1976
- (3) White Eagle Outfall Sewer: \$435/acre + 6% from 8/1996
- (4) Towanda-Barnes Business Park Sanitary Sewer: \$560/acre + 6% from 10/1997
- (5) Park Land fee per spreadsheet from Planning Division.

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

110% of Public Improvements (1.1 x \$241,529.00) = \$265,681.90

Total Bond Amount Required **\$265,681.90**

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street

None



PO Box 3157
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
E-mail: publicworks@cityblm.org
Phone: (309) 434-2225

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works / City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

I, Craig Earl, Registered Professional Engineer, and Green Fairways Development, LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Third Addition to the Links at Ireland Grove Road Subdivision" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Craig M. Earl

Registered Professional Engineer No. 054466

OWNER:

BY: *[Signature]*

Connor, Greg

From: Vonbrethorst, James <James_Vonbrethorst@comcast.com>
Sent: Monday, June 19, 2023 5:38 PM
To: Connor, Greg
Subject: [EXTERNAL] RE: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

Looks like we're clear.

From: Connor, Greg <gconnor@F-W.com>
Sent: Monday, June 19, 2023 4:28 PM
To: 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; 'Jason Cotner (jcotner@cornbeltenergy.com)' <jcotner@cornbeltenergy.com>; 'Matt McKinney' <MMckinn@aglresources.com>; 'Thompson, Dean W' <DThompson5@ameren.com>; Vonbrethorst, James <James_Vonbrethorst@comcast.com>; Jeff Taylor <Jeff.Taylor@metronet.com>; Jill Dirr <dirr@cornbeltenergy.com>
Cc: Bazan, Brent <bbazan@F-W.com>; Finlen, Neil <nfinlen@F-W.com>
Subject: [EXTERNAL] 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

Good afternoon,

I don't believe any of you will be affected by this, but we are in need of vacating a few easements in The Links at Ireland Grove Road in the area of the existing driving range. I've attached a location map along with the final plat that shows the easement to be vacated. Please let me know if any of you have any utilities in these easements and if you have any objections with this request. I apologize for the late notice, but I need a response for the City of Bloomington's Council agenda which is next Monday the 26th.

Please let me know of any questions.

All the best,

Gregory T. Connor | Senior Project Coordinator

Farnsworth Group, Inc.

2709 McGraw Drive | Bloomington, IL 61704

p 309.663.8435 | f 309.663.1571 | c 309.530.5244

www.f-w.com | www.greennavigation.com

Gregory T. Connor | Project Coordinator

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p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244

www.f-w.com | www.greennavigation.com

Connor, Greg

From: Jill Dirr <dirr@cornbeltenergy.com>
Sent: Thursday, June 22, 2023 8:48 AM
To: Connor, Greg; Thompson, Dean W; Jeff Taylor; Andersen, Erin K.
Subject: [EXTERNAL] RE: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

Greg,

I have review this and Corn Belt is clear of facilities in these areas you would need vacated.

My only issue was east of lot 313. Can we get 5' (instead of 3') at the SW corner to match up with the existing easement?

Thanks for the reminder. Sorry for the delay.

Jill

Jill Dirr
Field Engineer
Corn Belt Energy Corporation
1 Energy Way | Bloomington, IL 61705
p 309.664.9240
jdirr@cornbeltenergy.com



From: Connor, Greg <gconnor@F-W.com>
Sent: Thursday, June 22, 2023 8:37 AM
To: Jason Cotner <jcotner@cornbeltenergy.com>; Jill Dirr <dirr@cornbeltenergy.com>; Thompson, Dean W <DThompson5@ameren.com>; Jeff Taylor <Jeff.Taylor@metronet.com>; Andersen, Erin K. <ekanders@southernco.COM>
Subject: FW: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

[EXTERNAL SENDER]

Good morning,

I just wanted to check in to see if you've had a chance to review the easement vacation for this project. Please let me know as you can.

All the best,

Gregory T. Connor | Senior Project Coordinator
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Cc: Bazan, Brent <bbazan@F-W.com>; Finlen, Neil <nfinlen@F-W.com>
Subject: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

Good afternoon,

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Please let me know of any questions.

All the best,

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June 20, 2023

Re: Third Addition to the Links at Ireland Grove Road Subdivision

Dear, Gregory T. Connor

In response to your request on June 19, 2023 Frontier has no objections to vacate the easement described on the Final Plat of the Third Addition to the Links at Ireland Grove Road Subdivision

Thanks,

A handwritten signature in black ink, appearing to read 'Adam Gangloff', with a long horizontal stroke extending to the right.

Adam Gangloff

Frontier – OSP Engineering

109 E Market St.

Bloomington, IL 61701

309.557.1378

Connor, Greg

From: Jeff Taylor <Jeff.Taylor@metronet.com>
Sent: Thursday, June 22, 2023 12:50 PM
To: Connor, Greg
Subject: [EXTERNAL] RE: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

Greg,

Metronet does not have any facilities within the easements that are to be vacated. I have no objections to this request.

Thanks,

Jeff Taylor
Manager Residential Construction

From: Connor, Greg <gconnor@F-W.com>
Sent: Thursday, June 22, 2023 8:37 AM
To: Jason Cotner <jcotner@cornbeltenergy.com>; Jill Dirr <dirr@cornbeltenergy.com>; Thompson, Dean W <DThompson5@ameren.com>; Jeff Taylor <Jeff.Taylor@metronet.com>; Andersen, Erin K. <ekanders@southernco.COM>
Subject: FW: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

WARNING: This mail is from an external source

WARNING: This mail is from an external source

Good morning,

I just wanted to check in to see if you've had a chance to review the easement vacation for this project. Please let me know as you can.

All the best,

Gregory T. Connor | Senior Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435 | f 309.663.1571 | c 309.530.5244
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From: Connor, Greg
Sent: Monday, June 19, 2023 4:28 PM
To: 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; 'Jason Cotner' (<jcotner@cornbeltenergy.com>)' <jcotner@cornbeltenergy.com>; 'Matt McKinney' <MMckinn@aglresources.com>; 'Thompson, Dean W' <DThompson5@ameren.com>; 'Vonbrethorst, James' <James_Vonbrethorst@comcast.com>; Jeff Taylor

<Jeff.Taylor@metronet.com>; Jill Dirr <dirr@cornbeltenergy.com>
Cc: Bazan, Brent <bbazan@F-W.com>; Finlen, Neil <nfinlen@F-W.com>
Subject: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

Good afternoon,

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Please let me know of any questions.

All the best,

Gregory T. Connor | Senior Project Coordinator

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www.f-w.com | www.greennavigation.com

Connor, Greg

From: Andersen, Erin K. <ekanders@southernco.COM>
Sent: Thursday, June 22, 2023 12:40 PM
To: Connor, Greg
Subject: [EXTERNAL] RE: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

I approve of this vacation it dos not appear to effect our line in/along Ballybuinion Road - North/South.

Erin K. Andersen
Land Management Agent
Land Services Department
Direct 630.388.2094
Cell 224.760.1374

ekanders@southernco.com

nicorgas.com



From: Connor, Greg <gconnor@F-W.com>
Sent: Thursday, June 22, 2023 8:37 AM
To: Jason Cotner <jcotner@cornbeltenergy.com>; Jill Dirr <dirr@cornbeltenergy.com>; Thompson, Dean W <DThompson5@ameren.com>; Jeff Taylor <Jeff.Taylor@metronet.com>; Andersen, Erin K. <ekanders@southernco.COM>
Subject: FW: 3RD ADD TO THE LINKS AT IRELAND GROVE ROAD SUBD

EXTERNAL MAIL: Caution Opening Links or Files

Good morning,

I just wanted to check in to see if you've had a chance to review the easement vacation for this project. Please let me know as you can.

All the best,

Gregory T. Connor | Senior Project Coordinator

Farnsworth Group, Inc.

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p 309.663.8435 | f 309.663.1571 | c 309.530.5244

www.f-w.com [f-w.com] | www.greennavigation.com [greennavigation.com]

From: Connor, Greg
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Cc: Bazan, Brent <bbazan@F-W.com>; Finlen, Neil <nfinlen@F-W.com>
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Good afternoon,

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Please let me know of any questions.

All the best,

Gregory T. Connor | Senior Project Coordinator
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www.f-w.com [f-w.com] | www.greennavigation.com [greennavigation.com]

July 3, 2023

Gregory T. Connor
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61704

Subject: Third Addition to the Links at Ireland Grove Road Subdivision
Utility Easement Vacation Signoff

Dear Mr. Connor:

The Public Works Department has reviewed the proposed Final Plat of the Third Addition to the Links at Ireland Grove Road Subdivision regarding the vacation of certain utility easements and the vacation of a storm water easement. Because the existing storm sewer located in one of these easements is private, and the storm water detention area is private, the City of Bloomington does not have any facilities located in these easements and has no objections to the vacation as proposed.

Should you have any questions, please contact us.

Sincerely,



Steven J. Law, P.E.
Senior Civil Engineer

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, Assistant Director of Public Works/City Engineer
Brett Lueschen, Water Operations Manager
File



CONSENT AGENDA ITEM NO. 8.F.

ROU COLNCIW July 24, 2023

P AUD IMBACTED: Ward 1

SLJFECT: Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lot 2 Morrissey Crossing, as requested by the Public Works Department.

UECOMMENDED MOTION: The proposed Ordinance be approved.

STUATEGIC BWAN WNK:

Goal 3. Grow the Local Economy

STUATEGIC BWAN SIGNIRICANCE:

Objective 3a. Retention and growth of current local businesses

JACKGUOLND: The Petitioner, Greyhound Properties, LLC, is requesting approval of a Final Plat for the Resubdivision of Lot 2 Morrissey Crossing, which consists of two lots and is located at the southwest corner of Veterans Parkway (I-55 Business Loop) and Morrissey Drive (U.S. Route 150).

The existing Parcel Identification Numbers (PINs) for the property are 21-15-203-002 and 21-15-203-007. These parcels are within the corporate limits of the City of Bloomington and are zoned B-1 (General Commercial) District. The parcels are currently home to 4 building structures with multiple tenants. As a result of this resubdivision, two buildings will be located on each of the two lots. No public infrastructure is being built as part of this project. The proposed Plat complies with the City's minimum lot widths and minimum lot areas as well as easement dedication requirements.

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

COMMLNITY GUOLBS/INTEUESTED BEUSONS CONTACTED: Greyhound Properties, LLC

RINANCIAWIMBACT: Greyhound Properties, LLC, paid all survey and plat costs. No tap-on fees or bonding is required.

AMEUICAN UESCLE BWAN RLNDING IMBACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 4B Ordinance

PW 4C Final Plat

PW 4D Owners Petition

PW 4E County Clerks Certificate

PW 4F Owners Certificate

PW 4G School District Certificate

PW 4H Final Plat Checklist

PW 4I Plat Map

PW 4J Drainage Statement

ORDINANCE NO. 2023 - _____

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

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Resubdivision of Lot 2 Morrissey Crossing dated July 5, 2023, legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and made a part hereof by this reference; and

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

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

Section 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2. The Final Plat of Resubdivision of Lot 2 Morrissey Crossing dated July 5, 2023, legally described in Exhibit “A” and depicted in Exhibit “B”, is hereby approved. No Performance Guarantee or Tap-on fees are due prior to recording.

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

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

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

PASSED this 24th day of July 2023.

APPROVED this _____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
Legal Description

Lot 2 in Morrissey Crossing according to the plat thereof recorded December 13, 2016 as Document No. 2016-23694 in the City of Bloomington, McLean County, Illinois,

Except:

A part of Lot 2 in Morrissey Crossing in the City of Bloomington, according to the plat thereof recorded December 13, 2016 as Document No. 2016-23694 in the McLean County Recorder's Office, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 1 in said Morrissey Crossing. From said Point of Beginning, thence northwesterly 84.08 feet along the East Line of Lot 2 being the arc of a curve concave to the southwest with a radius of 3047.07 feet and the 84.08 foot chord of said arc forms an angle of $88^{\circ}-07'-35''$ as measured from southwesterly to northwesterly with the Northerly Line of said Lot 1; thence southwesterly 128.04 feet along a line which forms an angle to the right of $54^{\circ}-01'-08''$ with the last described chord to the North Line of said Lot 1; thence east 13.09 feet along said North Line which forms an angle to the right of $62^{\circ}-31'-44''$ with the last described course; thence northeasterly 91.96 feet along said Northerly Line of Lot 1 which forms an angle to the right of $155^{\circ}-19'-33''$ with the last described course to the Point of Beginning, containing 0.106 acre, more or less.

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois

)

)ss.

County of McLean

)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

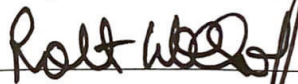
Now come Greyhound Properties LLC, an Illinois Partnership, hereinafter referred to as
your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of
the premises hereinafter legally described in Exhibit A which is attached
hereto and made a part hereof by this reference.
2. That your petitioner seeks approval of the Final Plat for the
subdivision of said premises to be known and described as
Resubdivision of Lot 2 Morrissey Crossing, which Final Plat is attached
hereto and made a part hereof;

WHEREFORE, your petitioner respectfully prays that said Final Plat for Resubdivision
of Lot 2 Morrissey Crossing submitted herewith be approved with the exemptions or
variations as requested herein.

Respectfully submitted,

By



COUNTY CLERK'S CERTIFICATE

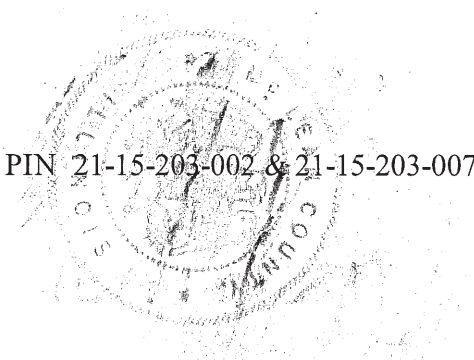
State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 10 day of June, 2023, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

PIN 21-15-203-002 & 21-15-203-007.



OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Resubdivision of Lot 2 Morrissey Crossing in the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Resubdivision of Lot 2 Morrissey Crossing" Subdivision in the City of Bloomington, McLean County, Illinois as laid off in lots by Brent Bazan Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington easements for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
14th day of June, 2023.

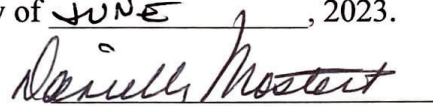

Owner

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of ~~McLean~~ COOK

I, DANIELLE MOSTERT, a Notary Public in and for the county and State aforesaid, do hereby certify that ROBERT S. WOLKOFF personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 14th day of JUNE, 2023.


Notary Public

My commission expires SEPT. 03, 2024.



SCHOOL DISTRICT CERTIFICATE

This is to certify that Greyhound Properties LLC, an Illinois Partnership, as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Resubdivision of Lot 2 Morrissey Crossing, to the best of my knowledge, is located within the boundaries and Community Unit School District #5 and Bloomington Public School District #87 in McLean County, Illinois.

Dated this 7th day of July, 2023.

Robert Wolkoff
Owner/Developer

NOTARY CERTIFICATE

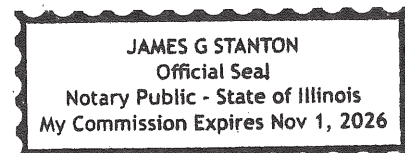
State of Illinois)
)ss.
County of McLean)

I, JAMES G STANTON, a Notary Public in and for the county and State aforesaid, do hereby certify that ROBERT WOLKOFF personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 7 day of JULY, 2023.

James G Stanton
Notary Public

My commission expires 11/01/2026.





Greyhound Properties LLC (Resubdivision of Lot 2 Morrissey Crossing)

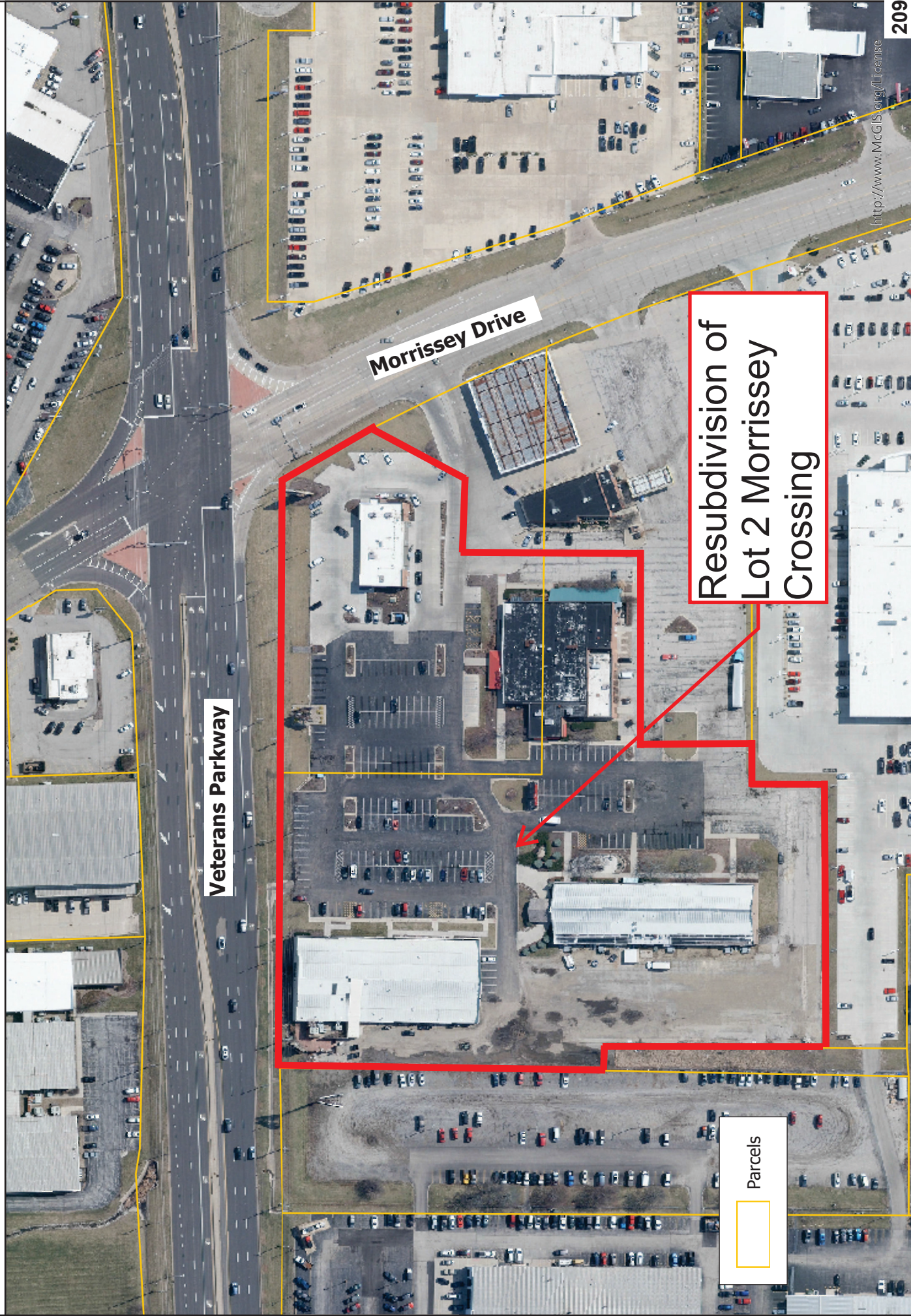
Date Prepared: 7/10/2023

Shown on Final Plat:		Initial
Easements shown for all public improvements		S/L
City Engineer's Signature Block		S/L
Clerk's Signature Block		S/L
Areas or facilities to be dedicated to the public		S/L
Railroad Right of Ways		N/A
Subdivision Boundaries		S/L
References to nearest street lines, Township, Sections lines, or monuments.		S/L
Name of Subdivision		S/L
Legal Description		S/L
Existing Parcel Id Number (PIN)		S/L
Surveyor's statement regarding any Special Flood Hazard Areas.		S/L
Total Acreage		S/L
Street Names		S/L
Proposed Lot numbers (consecutively numbered)		S/L
Front Yard Setbacks		S/L
The following shall be provided:		
	School District Certificate	S/L
	County Clerk's Certificate	S/L
	Owner's Certificate	S/L
	Drainage Statement	S/L
	Owner's Petition	S/L
	Ordinance	S/L
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	S/L
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	S/L
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	S/L
	Plans for all public improvements approved by Public Works	N/A

Resubdivision of Lot 2 Morrissey Crossing



Date: 7/5/2023



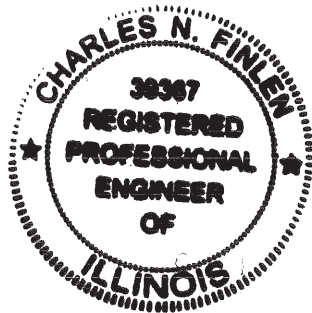
Resubdivision of
Lot 2 Morrissey
Crossing

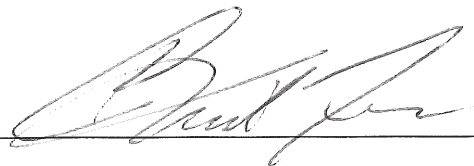
Parcels

DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Greyhound Properties, LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Resubdivision of Lot 2 Morrissey Crossing" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

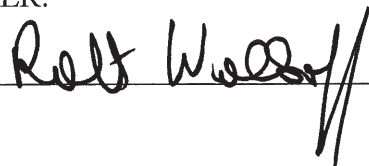
I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.




Registered Professional Engineer No. 039367

OWNER:

BY:





CONSENT AGENDA ITEM NO. 8.F.

ROU COLNCIW July 24, 2023

P AUD IMBACTED: Ward 4

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

UECOMMENDED MOTION: The proposed Ordinance be approved.

STUATEGIC BWAN WNF:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STUATEGIC BWAN SIGNIRICANCE:

Objective 4e. Strong partnership with residents and neighborhood associations

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

JACFGUOLND: The Applicant, Michael Buragas, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 1303 E. Washington Street.

Summary of Request:

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

On Wednesday, June 21, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

COMMLNITY GUOLBS/INTEUESTED BEUSONS CONTACTED: The City published notice of the hearing in *The Pant gnrpn h* on Monday, June 5, 2023, and courtesy notices were mailed to 59 properties within 500 feet of the subject property.

RINANCIAWIMBACT: N/A

AMEUCAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNITY DEVEWOBMENT IMBACT: This request meets the following goals and objectives of the *Jloomington Comprehensive Blan 2035*: Goal HL-5 (Provide access to healthy foods and promote food security to build community), Objective HL-5.1 (Encourage

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

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 3B Ordinance](#)

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

[E&CD 3D Minutes](#)

ORDINANCE NO. 2023 - _____

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for the keeping of chickens, for the property located at 1303 E. Washington Street, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said application for said request included a site plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”; and

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on said request; and

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such Special Use meets the standards for granting a Special Use set forth in Bloomington City Code § 44-1707 and with the additional Use Provisions as forth in § 44-1011; and

WHEREAS, the Bloomington Zoning Board of Appeals voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and allow this Special Use.

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

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

Section 2. That the Special Use Permit for Chicken-Keeping, for the property at 1303 E. Washington Street, legally described in Exhibit “A” and illustrated in Exhibit “B”, is hereby approved.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

pamphlet form as provided by law.

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 24th day of July 2023.

APPROVED this _____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

THE WEST ½ OF LOT 10 IN W.H. KREITZER'S SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.

PIN: 21-03-405-008

EXHIBIT B
Site Plan





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: June 21, 2023

CASE NO: SP-14-23, Special Use Permit for Chicken-Keeping

REQUEST: Public hearing, review, and action on a request submitted by Michael Buragas for approval of a Special Use Permit for Chicken-Keeping in the R-1B (Single-Family Residence) District, for the property located at 1303 E. Washington Street. PIN: 21-03-405-008.

BACKGROUND

Request

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

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, June 5, 2023. Courtesy notices were mailed to 59 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics

The property at 1303 E. Washington Street consists of 0.30 acres of land located near the southeast intersection of E. Washington Street and Kreitzer Avenue. It is improved with a single-family home with a parking pad for vehicles located in the rear yard. The rear yard of this property, where the coop will be located, is partially screened by a six-foot-tall solid fence.

Surrounding Zoning and Land Uses

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

Description of Current Zoning District

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

Subject Code Requirements

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

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

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

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

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-1B (Single-Family Residence) District

1. **The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort, or general welfare.**

The chickens will be located at least 10 feet away from all neighboring properties; the provided site plan meets the setback requirements of § 44-1011. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met.***

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is partially screened by the existing fencing which would help keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors to the east by fencing. The coop and run are movable and, should the petitioner move, can be easily removed from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

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

The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by existing conditions; no change is expected as the result of the Special Use Permit. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-1B (Single-Family Residence) District. In addition, Special Use Permits are enforceable and revokable, should such use become a nuisance, be destroyed, or cease operations for a specific period. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

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

Respectfully submitted,
Jon Branham
City Planner

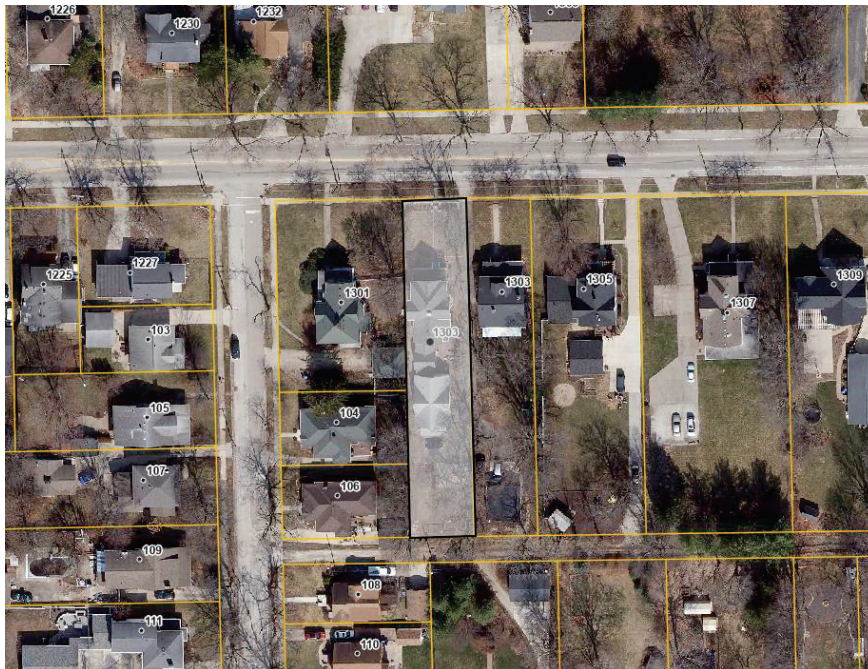
Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View



Attachment 4 - Petitioner-Submission - Description of Project

We would like to house up to four chickens in an exterior coop in our rear yard, in compliance with Bloomington Zoning Code, Chapter 44, 10-11.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



the Bloomington Zoning Board of Appeals, as requested by the Economic & Community Development Department.

Regular Session

The following item was presented:

Item 5.A. SP-14-23 - Public hearing, review, and action on a request submitted by Michael Buragas, for approval of a **Special Use Permit** for Chicken-Keeping for the property located at 1303 E. Washington Street (PIN: 21-03-405-008), as requested by the Economic & Community Development Department.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including the partially screened rear yard.

Chair Straza opened the public hearing.

Michael Buragas (1303 E. Washington Street) provided further background on the request. He stated his family would like to keep chickens for eggs. He stated his children had recently completed an egg project at school.

Commissioner Ballantini inquired whether the Applicant had reached out to neighbors and where the food would be located. Mr. Buragas stated he had talked to his neighbors, and they were in favor of the proposal. He indicated the food would be stored in the garage.

Chair Straza closed the public hearing.

Board Member Williams made a motion, seconded by Commissioner Webb to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request to Council with no conditions.
AYES: Vice Board Chair Ballantini; Board Chair Straza; Board Member Foley; Board Member Webb; Board Member Williams; Board Member Zwaga.
Motion passed.

Mr. Branham indicated the case would proceed to the July 24th City Council meeting.

The following item was presented:

Item 5.B. SP-15-23 - Public hearing, review, and action on a request submitted by Cecily Exner, for approval of a **Special Use Permit** for Chicken-Keeping for the property located at 1 Breckenwood Court (PIN: 22-07-303-001), as requested by the Economic & Community Development Department.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including details of the proposed coop location.



CONSENT AGENDA ITEM NO. 8.F.

ROUTING: July 24, 2023

WARD IMPACTED: Ward 8

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

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4e. Strong partnership with residents and neighborhood associations

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

BACKGROUND: The Petitioner, Cecily Exner, is requesting approval of a Special Use Permit for Chicken-Keeping for the property located at 1 Breckenwood Court.

Summary of Request:

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

On Wednesday, June 21, 2023, the Zoning Board of Appeals held a public hearing and found the request met the standards for approval of a Special Use Permit. They voted 6-0 to recommend approval of the Special Use Permit to the City Council, with no conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, June 5, 2023, and courtesy notices were mailed to 72 properties within 500 feet of the subject property.

FINANCIAL IMPACT: N/A

AMERICAN URBAN PLAN FINDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-5 (Provide access to healthy foods and promote food security to build community), Objective HL-5.1 (Encourage local food production), and Objective HL-5.3 (Facilitate consumption of healthy, affordable,

locally produced food for all residents)

Respectfully submitted for consideration.

Prepared by: Jon Branham, City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[EC&D 2C Staff Report](#)

[E&CD 2D Minutes](#)

ORDINANCE NO. 2023 - ____

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a Special Use Permit for the keeping of chickens, for the property located at 1 Breckenwood Court, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said application included a site plan, illustrated in Exhibit “B” and hereinafter referred to as “Plan”; and

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

WHEREAS, the Bloomington Zoning Board of Appeals, following said public hearing, made findings of fact that such request meets the standards for granting a Special Use Permit 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 Permit.

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

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

Section 2. The City Council hereby approves the Special Use Permit for Chicken-Keeping, for the property at 1 Breckenwood Court, legally described in Exhibit “A” and depicted in Exhibit “B”.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

pamphlet form as provided by law.

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 24th day of July 2023.

APPROVED this _____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

LOT 24 IN BRECKENWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED
DECEMBER 18, 1997 AS DOCUMENT NO. 97-31634, IN THE CITY OF BLOOMINGTON, IN MCLEAN
COUNTY, ILLINOIS.

PIN: 22-07-303-001

EXHIBIT B
Site Plan





ZONING BOARD OF APPEALS

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: June 21, 2023

CASE NO: SP-09-23, Special Use Permit for Chicken-Keeping

REQUEST: Public hearing, review, and action on a request submitted by Cecily Exner for approval of a Special Use Permit for Chicken-Keeping in the R-2 (Mixed Residence) District, for the property located at 1 Breckenwood Court. PIN: 22-07-303-001.

BACKGROUND

Request

The Petitioner seeks a Special Use Permit to allow Chicken-Keeping in the R-2 (Mixed Residence) District, per § 44-1011, which states, “On lots less than or equal to one acre with a primary use of a single-family or two-family dwelling, the keeping of up to four chickens may be permitted as an accessory use...” No variations to the code are requested.

Notice

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

ANALYSIS

Property Characteristics

The property at 1 Breckenwood Court consists of 0.20 acres of land located at the intersection of Breckenwood Court and Streid Drive in the Breckenwood Subdivision. It is improved with a single-family home with an attached garage. The rear yard of this property, where the coop will be located, is entirely screened by a six-foot-tall solid fence.

Surrounding Zoning and Land Uses

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

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

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

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

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

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit to allow Chicken-Keeping in the R-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. Chapters 8 & 22 of the City Code provide enforcement mechanisms, should the coop and enclosure fall into disrepair. ***Standard is met.***

2. **The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The Special Use should not impair normal use and enjoyment of the surrounding properties. The coop is entirely screened by the existing fencing which would keep the chickens contained within the property. The Special Use would contribute to Goal HL-5.1 (Encourage local food production), and HL-5.3 (Facilitate consumption of healthy, affordable, locally produced food for all residents) of the 2035 Comprehensive Plan. ***Standard is met.***

3. **The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.**

The location of the coop meets the minimum setback requirements from the side and rear property lines. The portion of the property where the coop will be placed is entirely screened from neighbors by fencing. The coop and run are movable and, should the petitioner move, can be easily removed from the property. The Code defines Chicken-keeping as an appropriate accessory use for single-family dwellings, and this petition would not impede the normal and orderly development of surrounding properties in any way that was not already weighed—and determined to be appropriate—by the existence of the Special Use in the Code. ***Standard is met.***

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

The property is served by City utilities and roads; no change to facilities is necessary as part of this Special Use Permit. ***Standard is met.***

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Ingress and egress are provided by existing conditions; no change is expected as the result of the Special Use Permit. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The proposed Special Use is subject to, and conforms with, both the use provisions for Chicken-Keeping as stated in Chapter 44, 10-11 and the regulations of the R-2 (Mixed 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:

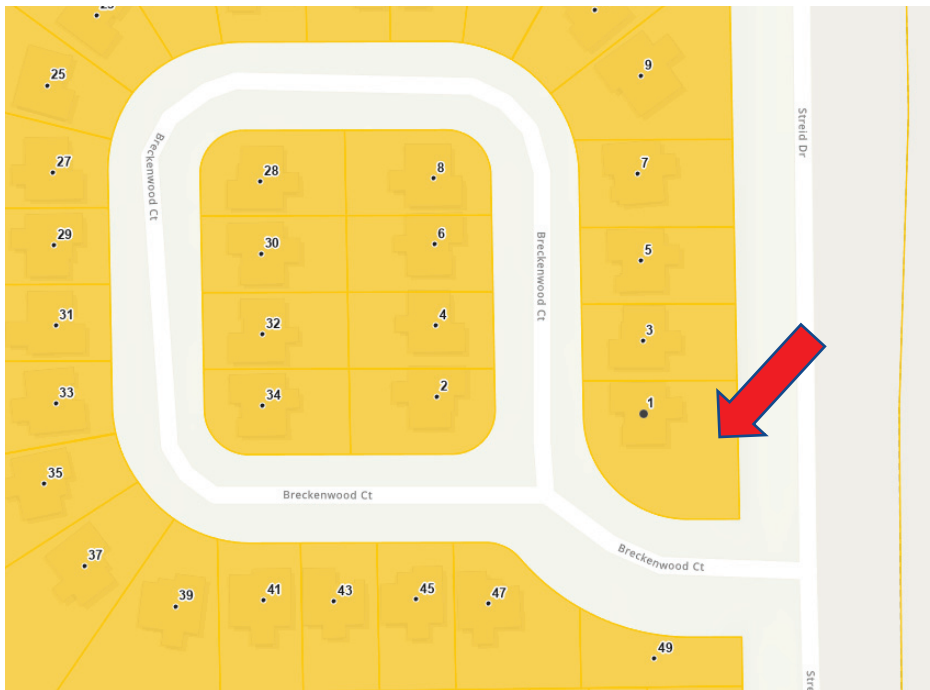
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the petition with no conditions.

Respectfully submitted,
Jon Branham
City Planner

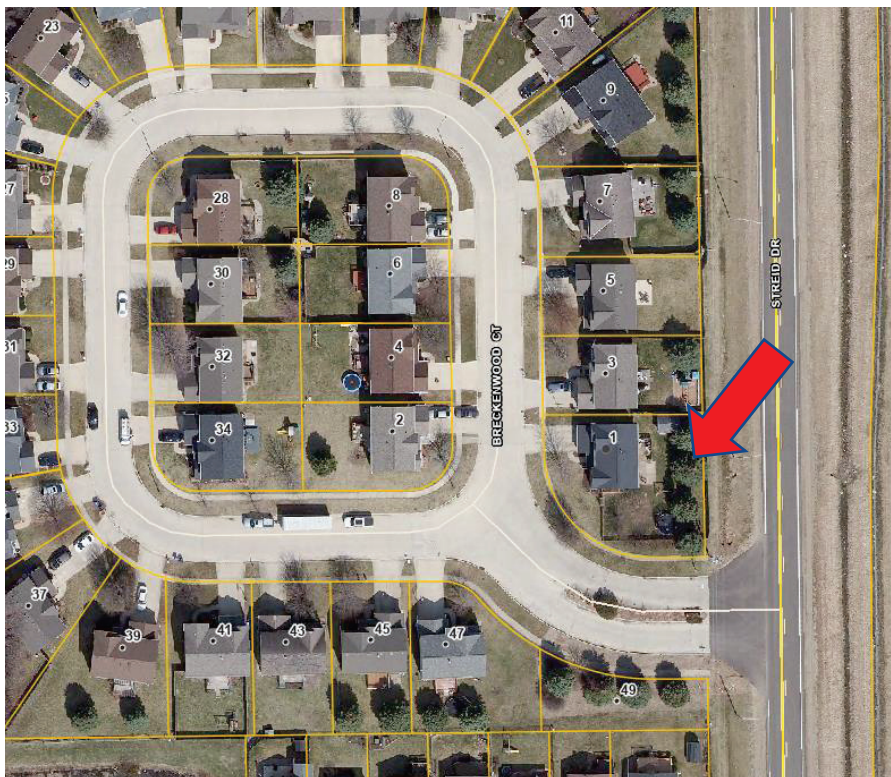
Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View



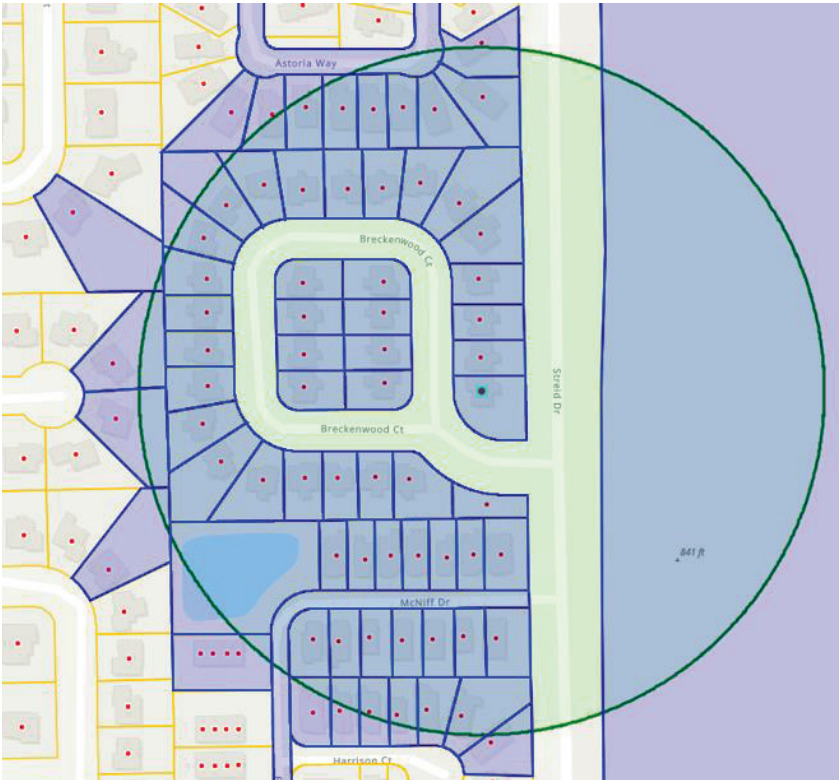
Attachment 4 - Petitioner-Submission - Description of Project

I would like to put a small chicken coop in my backyard to house up to four chickens. It will be at least ten feet from property lines.

Attachment 5 - Site Plan



Attachment 6 - Neighborhood notice map



the Bloomington Zoning Board of Appeals, as requested by the Economic & Community Development Department.

Regular Session

The following item was presented:

Item 5.A. SP-14-23 - Public hearing, review, and action on a request submitted by Michael Buragas, for approval of a **Special Use Permit** for Chicken-Keeping for the property located at 1303 E. Washington Street (PIN: 21-03-405-008), as requested by the Economic & Community Development Department.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including the partially screened rear yard.

Chair Straza opened the public hearing.

Michael Buragas (1303 E. Washington Street) provided further background on the request. He stated his family would like to keep chickens for eggs. He stated his children had recently completed an egg project at school.

Commissioner Ballantini inquired whether the Applicant had reached out to neighbors and where the food would be located. Mr. Buragas stated he had talked to his neighbors, and they were in favor of the proposal. He indicated the food would be stored in the garage.

Chair Straza closed the public hearing.

Board Member Williams made a motion, seconded by Commissioner Webb to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request to Council with no conditions.

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

Motion passed.

Mr. Branham indicated the case would proceed to the July 24th City Council meeting.

The following item was presented:

Item 5.B. SP-15-23 - Public hearing, review, and action on a request submitted by Cecily Exner, for approval of a **Special Use Permit** for Chicken-Keeping for the property located at 1 Breckenwood Court (PIN: 22-07-303-001), as requested by the Economic & Community Development Department.

Mr. Branham presented the staff report and background on the request, with a recommendation for approval. He noted key property conditions, including details of the proposed coop location.

Cecily Exner (1 Breckenwood Court) provided further background on the request. She stated her family would like to keep chickens for eggs. She stated she had been an advocate of chicken-keeping in the City for several years.

Commissioner Ballantini inquired whether the Applicant was aware of all the requirements. Ms. Exner stated she was aware of the requirements. She stated the coop had wheels so it could be easily moved but would be secured to the ground. She indicated support from neighbors and that the food would be stored in the garage.

Commissioner Webb inquired whether the Applicant had reached out to the neighbor directly behind the property. Ms. Exner stated she had and that they would be coming over with their children when they obtained the chickens.

Chair Straza closed the public hearing.

Board Member Zwaga made a motion, seconded by Vice Chair Ballantini to establish findings of fact that all standards for approval of a Special Use Permit are met, and to recommend approval of the request to Council with no conditions.

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

Motion passed.

Mr. Branham indicated the case would proceed to the July 24th City Council meeting.

The following item was presented:

Item 5.C. **SP-12-23** - Public hearing, review, and action on a request submitted by FMB Holdings, Inc., for approval of a **Special Use Permit** for a Parking Lot in the B-1 (General Commercial) District for the property located at 302-304 Greenwood Avenue (PIN: 21-17-327-002), as requested by the Economic & Community Development Department.

Chair Straza noted the item had been withdrawn by the applicant.

The following item was presented:

Item 5.D. **SP-07-23** - Public hearing, review, and action on a request submitted by Auto House of Bloomington, for approval of a **Special Use Permit** for Vehicle Repair & Service in the B-1 (General Commercial) District for the property located at 10 Currency Drive (PIN: 21-15-105-002), as requested by the Economic & Community Development Department.

Chair Straza noted the item had been withdrawn by the applicant.

The following item was presented:

Item 5.E. **V-07-23** - Public hearing, review, and action on a request submitted by William Galloway, for approval of a **Variance** to increase the allowable fence height in the Front Yard from four feet to six feet, in the R-1B (Single-Family Residence) District for the



CONSENT AGENDA ITEM NO. 8.M.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving the Second Amendment to the Agreement for Energy Brokerage Services with the Stone River Group Regarding Term Extension, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: If approved, the agreement with The Stone River Group will be amended to extend the agreement for an additional three years so that they can continue to procure energy supply for all City facilities and the community at large via the Municipal Aggregation Program. In addition, the City Manager will be authorized to renew the Energy Brokerage Services Agreement with The Stone River Group at each three-year renewal period and for future renewal periods, based on satisfactory performance, as determined by the Public Works Director, and to execute any necessary agreements with The Stone River Group.

On July 24, 2017, Council approved an agreement with The Stone River Group to provide energy brokerage services for the City of Bloomington for a three-year period. Contract language allowed the extension of the agreement for additional three-year periods at the City's sole discretion was included in the original solicitation. Council approved the First Amendment to the agreement on September 14, 2020, which extended it to July 23, 2023.

The Stone River Group has provided energy brokerage services to the City of Bloomington for all City facilities and the community at large via the Municipal Aggregation program. These services enabled the City to procure energy supply at rates considerably lower than standard market rates, which has resulted in an approximate annual energy supply savings of nearly \$100,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Stone River Group

FINANCIAL IMPACT: Execution of energy supply contracts provides lower energy costs than remaining on the open market and is in the best interest of the City. Energy costs are included in the current budget. There are no direct costs to the City for the brokerage service because The Stone River Group is paid by the energy supplier.

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-1.3 (Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs)

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[PW 2B Ordinance](#)

[PW 2C Agreement Amendment](#)

ORDINANCE NO. 2023-_____

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

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, an RFQ for Energy Brokerage Services was released on May 30, 2017 and The Stone River Group was recommended to provide these services for the City based on prior energy brokerage experience with the City and several surrounding municipalities. The combined energy use of each of these municipalities allowed The Stone River Group to broker lower energy costs; and

WHEREAS, on July 24, 2017, an Agreement for Energy Brokerage Services (“Agreement”) was approved by Bloomington City Council and made between the City and The Stone River Group for energy brokerage services for municipal buildings electric and natural gas supply and electric aggregation services that include renewable energy; and

WHEREAS, the Energy Brokerage Agreement with The Stone River Group allows for three-year extensions and the Bloomington City Council approved the First Amendment to the agreement on September 14, 2020, to extend it to July 23, 2023; and

WHEREAS, the City Council finds it in the best interest of the City to authorize the City Manager to approve the renewal of Energy Brokerage Services;

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

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

Section 2. Any technical bidding requirements are waived and the City Manager is authorized to renew the Energy Brokerage Services Agreement with The Stone River Group at each three-year renewal period and for future renewal periods, based on satisfactory performance, as determined by the Public Works Director, and to execute any necessary agreements with The Stone River Group.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall take effect immediately after its approval and publication as

required by law.

PASSED this 24th day of July 2023.

APPROVED this ____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**SECOND AMENDMENT TO AGREEMENT
FOR ENERGY BROKERAGE SERVICES
WITH STONE RIVER GROUP
REGARDING TERM EXTENSION**

This Second Amendment, made and entered into this ____ day of July 2023, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and THE STONE RIVER GROUP LLC, WITNESSETH that:

WHEREAS, on July 24, 2017, an Agreement for Energy Brokerage Services ("Agreement") was made between the CITY and THE STONE RIVER GROUP LLC for energy brokerage services for municipal buildings electric and natural gas supply and electric aggregation services that include renewable energy; and

WHEREAS, the Agreement provides brokerage services for an initial term of three years, and allows the CITY to elect to extend for additional three-year terms; and

WHEREAS, the CITY chose to amend the Agreement on July 24, 2020 to extend the Agreement for an additional three-years; and

WHEREAS, it is agreed that it is in the CITY's best interest to enter into this Second Amendment to extend the Agreement for an additional three-year term, July 24, 2023 – July 23, 2026;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this Second Amendment as if fully set forth herein.

2. In all other respects the Agreement for Energy Brokerage Services shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Energy Brokerage Services in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

THE STONE RIVER GROUP LLC

By:  _____ Don Frontone
Its Representative

ATTEST:

By:  _____ Justin Cheger
Its Secretary



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: July 24, 2023

WARD IMPACTED: Ward 7

SUBJECT: Pbi chH ai d gonbi bi a Aecblunbi gunxbrH mai gi i ewanbi gmreeh ei n B Hix Dlbh H mbi 77 vepelbs h ei nc, LLP, CernaH H mrb Crbs erny Pbh h bi ly Lboaned Nbrn bf Wecn Marken Sreen (Sane Abure R9, Near nxe) acneri Eerh H uc bf Tld Cebrla Pburn, Pbi chH mbf 77 gorec Mbre br Lecc (CON: I 313- 132- 10029, ac re6uecnd qy nxe) obi bh H & Pbh h ui Hly vepelbs h ei n ves arn ei n.

RECOMMENDED MOTION: Exe s rbsbcd Aecblunbi qe assrbped.

STRATEGIC PLAN LINK:

; bal 3. ; rbB nxe Lboal) obi bh y
; bal G. ; reanClaoe 1 Lhaqle, SucraH aqle Phly

STRATEGIC PLAN SIGNIFICANCE:

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Tq5eonpe Ga. Wellslai i ed Phly B Hix i eoecary cerphoc ai d H fracruonure
Tq5eonpe Gq. Phly deolthbi c obi chnei n B Hix slai c ai d sblHec

BACKGROUND: Dlbh H mbi 77 vepelbs h ei nc, LLP, xac cuqh Hned a re6uecn fbr assrbpal bf ai gi i ewanbi gmreeh ei n, HoludH m a s rbsbcd j bi H m Mas gh ei dh ei n, fbr ai assrbwH anely 771aore s rbserny mei erally lboaned i brn bf Wecn Marken Sreen, i ear nxe eacneri nerh H uc bf Tld Cebrla Pburn. Zsbi gi i ewanbi , all aoreame H s rbsbcd nb qe tbi ed Mll (Aecrloned Mai ufaonurH n9 v H rron, B Hix assrbwH anely l l aorec i earecn nxe i brn ei d bf nxe s rbserny ai d assrbwH anely l 2 aorec i earecn nxe cbunx ei d bf nxe s rbserny allB ed rb oxai ne nb D12 (Lboal Pbh h erolal9 v H rron H nxe funere.

Suh h ary bf nxe Ae6uecn:

- 7001800 h ulnH l eifah Hly rectlei Hal dBellH m ui Hic, HoludH m as arn ei nc ai d rbB i xbh ec, B Hix ai accbolaned obh h ui Hly oei ner
- l l 4,000 c6uare feenbf obh h erolal ucec
- gi bundbbr rui i H mai d qHkH mrraH, H ai bperall B alkaqle obh h ui Hly
- Nb eveh s nbi c br Sarlanbi c nb nxe j bi H mbr SuqdpHbi Pbde xape qeei re6uecnd ac s arn bf nxe gmreeh ei n

Ti Wedi ecdy, July G, 2023, nxe Clai i H mPbh h Hchbi xeld a suqlH xearH mai d pbnd 71010 rb reobh h ei d assrbpal bf nxe gi i ewanbi gmreeh ei n ai d j bi H mMas gh ei dh ei n, B Hix i b obi dHbi c br alneranbi c. Exe reobh h ei danbi H obi chnei n B Hix craffc reobh h ei danbi .

Ti Wedi ecdy, July l R, 2023, nxe j bi H mDbard bf gssealc xeld a suqlH xearH mai d pbnd 71010 rb reobh h ei d assrbpal bf nxe Sseotal Zce Cerh H obh sbi ei n bf nxe gi i ewanbi gmreeh ei n, B Hix i b obi dHbi c br alneranbi c. Exe reobh h ei danbi H obi chnei n B Hix craffc reobh h ei danbi .

Pxasner 8.G, ' 203 bf nxe Phly Pbde re6uhtec nxan nxe Phly Pbui oHl xbl d a suqlh xearHl ms rHbr nb adbsnHl mai gi i ewanHbi gmreeh ei n. Exan ceonHbi re6uhtec nxan nxe Pbui oHl assrbpe br re5eon nxe ai i ewanHbi amreeh ei n bi nxe qacht bf: (19 Exe faonc srecei ned an nxe suqlh xearHl nU (29 Exe reobh h ei danHbi c bf nxe Clai i Hl m Pb h h tchbi U aid (39 Exe reobh h ei danHbi c bf nxe Phly Snaff. Exe ceobi d re6uhted suqlh xearHl mB Hl qe xeld bi July 24, 2023, srHbr nb nxe obi chleranHbi bf nxe Oeh .

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NbrHbe Bac suqlHxed Hl *The Pantagraph* bi Euecday, Jui e 20, 2023, fbr nxe Clai i Hl m Pb h h tchbi suqlh xearHl m Pburney i brHdec Bere h aHled nb 24 srbserny bBi erc B HxHl G00 feen bf nxe cuq5eon srbserny. NbrHbe Bac suqlHxed Hl *The Pantagraph* bi Mbi day, July 2, 2023, fbr nxe j bi Hl m Dbard bf gssealc suqlh xearHl m Pburney i brHdec Bere h aHled nb 24 srbserny bBi erc B HxHl G00 feen bf nxe cuq5eon srbserny.

gddHbi ally, nxe i brHbe fbr nxe suqlh xearHl m an Phly Pbui oHl Bac suqlHxed Hl *The Pantagraph* bi Exurcday, July -, 2023.

FINANCIAL IMPACT: Exe srb sbced gi i ewanHbi aid j bi Hl m Mas gh ei dh ei n B Hl allbB fbr Hl pecn ei n ai d depelbsh ei n bi a Eler 2 paoai n srbserny addHl mnb nxe PhlyVc rawqace. On Bbuld alcb xels nb fulfHl nxe i eed fbr 6ualHly i bi 1 crudei n h ulnHfah Hly xbuchl mHdei nHled Hl nxe)obi bh Hb vepelbsh ei n Pbui oHl c Dlbbh Hl mbi 1Nbrh al z buchl mgi alyct, i ear ewHl r eh slbyh ei n oei nerc lHke Alphi Bxere i early xalf bf nxe Bbrkfbroe lHpec bunchle bf nxe Dlbbh Hl mbi 1Nbrh al grea. CrbplHl mbssbrnui Hllec fbr Bbrkerc nb lHpe olbcer nb Bbrk aid nb nake adpai name bf nxe Phly ah ei Hllec Hl nxe area obuld Hl oreace funure repei uec fbr nxe Phly.

Exe gsslHain B Hl qe recsbicHle fbr nxe obi crnuonHbi aid obcn bf a ha5brHly bf nxe Hl fracruonure fbr nxe i eB depelbsh ei n, B Hx nas 1bi feec obi nrHqunHl m nb nxe obcn bf ewHl m Baner aid ceBer Hl fracruonure. Carklai d vedHbanHbi bqlHmanHbi c B Hl qe srbplled nxrbunx ehxer dedHbanHbi bf srbserny Hllei nHled qy nxe Phly ac dechlaqle fbr nxe obi crnuonHbi bf a obh h ui Hly sark, fbr BxHx nxe qulk bf nxe obcn bf obi crnuonHbi h ay qe fui ded frbh feeHl lHleu sayh ei nc frbh bxer srb5eonc, br qy sayh ei n bf a fee Hl lHleu nxan h ay qe uced nb cussbrn bxer ewHl mbr funure sarkc Hl nxe area.

AMERICAN RESCUE PLAN FUNDING IMPACT: NFg

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: ; bal z 1l () i cure nxe apaHlaqHlly bf cafe, amraonHpe aid xHlx 6ualHly xbuchl m crbok nb heen nxe i eedc bf all ourrei n aid funure rectHlei nc bf Dlbbh Hl mbi 9, Tq5eonHpe z 1l .l () i cure nxan nxe xbuchl mnb aobh h bdane nxe i eB mrbBnx Ht a qrbad rai ne (bf nysec, chlec, amec, dei chHlec, nei ai oHec aid obcn9 e6uHlaqly dHrrHquned nxrbunxbun nxe Phly reobmi Hl Hl m oxai nHl m nrei dc Hl ane1mrbus obh sbchHbi , Hl obh e, aid fah Hly lHplHl m xaqlHc9U ; bal)v14 () i xai oe nxe Hl hane bf Dlbbh Hl mbi ac a quchlecc frHlei dly obh h ui Hly9, Tq5eonHpec)v14.2 (CrHbrHl Hl fHl aid redepelbsh ei n nb csur mrbBnx aid reHl pecn ei n Hl nxe Phly9,)v14.3 (' aolHl Hane aid ei xai oe sedecrHl i frHlei dly i ehHxqbrxbbd oei nerc nb cussbrn h Hled uce depelbsh ei nc9, aid)v14.4 () paluane obh h erolal lai d uce i eedc Hl nxe obi newn bf oxai nHl meobi bh Hb nrei dc9U ; bal Z)W1l (CrbplHle 6ualHly suqlh Hl fracruonure B HxHl nxe Phly nb srbneon suqlh xealnx, cafeny aid nxe ei phbi h ei n9, Tq5eonHpe Z)W1l .2 () vsaid PhlyVc Hl fracruonure, ac i eeded, BxHle

cussbrnH mnx e bperall mbal bf obh saon mrbBnx aid phqrai n urqai obre9U aid ; bal zL1l .2
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Cresared qy: glHca Ceh qernbi , Phly Clai i er

ATTACHMENTS:

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RESOLUTION NO. 2023 - ____

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

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a request for approval of an Annexation Agreement pertaining to property commonly located north of West Market Street (State Route 9), near the eastern terminus of Old Peoria Court, legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, the request included a proposed Annexation Agreement labeled as Exhibit “B” and hereinafter referred to as “Agreement”, which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said request and Agreement; and

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

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

WHEREAS, the Bloomington Zoning Board of Appeals, after proper notice was given, conducted a public hearing on the request for a Special Use Permit within said Agreement; 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 City Council, after proper notice was given, conducted a public hearing on said request and Agreement; and

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

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

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

Section 2. The City Council adopts the findings of fact of the Bloomington Planning Commission and hereby approves the Annexation Agreement, attached as Exhibit “B”, with Bloomington 77 Developments, LLC, pertaining to property commonly located north of West Market Street (State Route 9), near the eastern terminus of Old Peoria Court, legally described in Exhibit “A”, and authorizes the Mayor and City Clerk to execute said agreement.

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

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

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

PASSED this 24th day of July 2023.

APPROVED this _____ day of July 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

Tract 1:

The East Half of the Southwest Quarter of Section 36 and the West 2 Acres of the West Half of the Southeast Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois,
Excepting therefrom that part lying south of the centerline of the Old Peoria to Bloomington Road;

Also excepting therefrom the following tract of land: Beginning at a point on the South Line of said Section 36 lying 33 feet East of the Southwest Corner of the Southeast Quarter of said Section 36, said point is also the Southwest Corner of a General Telephone Company of Illinois Survey recorded as Document No. 67-5948, in the McLean County Recorder of Deeds Office; from said Point of Beginning, thence North 396 feet along a line which is parallel with and 33 feet normally distant East of the West Line of said Southeast Quarter, said line is also the West Line of said General Telephone Company of Illinois Survey; thence West 330 feet along a line parallel with South Line of said Section 36; thence South 396 feet parallel with the West Line of said Southeast Quarter to the South line of said Section 36; thence East 330 feet along the South Line to the Point of Beginning; and also excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

Tract 2:

All that part of the Old Peoria and Bloomington Road in the East Half of the Southwest Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, lying south of the centerline of the Old Peoria to Bloomington Road, excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

PIN: 13-36-326-002

ANNEXATION AGREEMENT

Pertaining to Property Commonly Located North of West Market Street (State Route 9), Near the Eastern Terminus of Old Peoria Court (PIN: 13-36-326-002)

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City,” Premier Luxury Rentals, LLC, an Illinois limited liability company d/b/a Bloomington 77 Developments, L.L.C., their successors, or assigns, hereinafter referred to as “Developer”, contract purchaser from the property owner, and KACO, INC., an Illinois corporation, hereinafter referred to as “Owner”, enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of approximately 77 Acres, less public right-of-way, with frontage on West Market Street and hereinafter described on Exhibit “A,” which is attached hereto and made a part hereof by this reference (hereinafter “Premises” or “Property”); and

WHEREAS, a legally enforceable Real Estate Sale Agreement exists between the Owner and Developer for the subject Property; and

WHEREAS, Developer has submitted a Concept Plan for the Bloomington 77 Development, attached hereto and made a part hereof by this reference as Exhibit “B” (hereinafter “Concept Plan”), of how it proposes to develop the Property; and

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

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

WHEREAS, the Developer is desirous of having said premises zoned M-1 (Restricted Manufacturing), for the Property, as shown on the “Zoning and Annexation Plat”, attached hereto and made a part hereof by this reference as Exhibit “C,” upon annexation to the City **(all Lots referenced shall include any subdivisions thereof)**; and

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

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

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

1. ANNEXATION PETITIONS.

Developer, subject to the terms and conditions set forth in this Agreement, will petition the City of Bloomington, requesting annexation of the property identified on Exhibit “A” to the City’s corporate limits, no later than 30 days after the transfer of ownership of the subject Property from the Owner to the Developer. Upon submission of any Petition to Annex, the City shall publicize and give such notices as are required to annex the Premises, except those required by certified mail or registered mail in Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), which shall be the responsibility of the annexing party to issue at least 10 days in advance of the date of annexation.

2. ANNEXATION.

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

3. ZONING.

- A. City agrees to rezone the Premises, upon annexation, to M-1 (Restricted Manufacturing) subsequent to any public hearings required by the City Code.
- B. For the purpose of development on the Premises, for the duration of this Agreement, “Single-Family Attached Dwellings,” commonly referred to as “Townhomes” or “Rowhomes” shall be defined and allowed as “Multiple-Family Dwellings.”
- C. Developer reserves the right to rezone up to 23 acres, as indicated on the “Annexation Plat” in Exhibit “C,” to B-2 (Local Commercial) District by means of an Ordinance(s) passed pursuant to this Agreement, the public hearing required for such rezoning having been held before the Bloomington Planning Commission concurrently with the public hearing required on this Agreement, after notice required by law and ordinance.
- D. City agrees to approve a Special Use Permit for the Premises, upon annexation, to allow Multiple-Family Dwellings subsequent to any public hearings required by the City Code. This Special Use Permit shall have an extended timeline for automatic revocation, notwithstanding the provisions of § 44-1707K of the City Code, of 5 years. All other provisions relating to Changes and Discontinuance of the Special Use shall remain in force.

4. DEVELOPMENT OBLIGATIONS.

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

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

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

(1) The Developer shall complete and bear the cost of a Traffic Study and Intersection Design Study (collectively referred to as "Transportation Studies"), to evaluate the impacts of the subject development on any public roadways and/or transportation systems.

(2) West Market Street (State Route 9/US 150)

(a) No Adjacent Substandard Roadway Guaranty and Surety will be required. However, the Developer shall design and construct any necessary improvements for the main access to the subdivision at West Market Street (State Route 9/US 150) such as right or left turn lanes, or traffic signals, as determined by the Transportation Studies and as required by the Illinois Department of Transportation ("IDOT") at no cost to the City. Right-of-way and easements shall be dedicated as determined by the Transportation Studies and by construction plans approved by the City.

(3) Old Peoria Court

(a) At the Time of Concept Plan Approval: The Developer shall indicate a Temporary Access Road (hereafter "Temporary Access") between the southern portion of the planned development and Old Peoria Court, to serve as a second means of ingress and egress until such time that the future Enterprise Drive is constructed along the northern border of the Property and is available for use as public ingress/egress of the Property.

- i. The Temporary Access is not required to be paved, and may be constructed of aggregate, tar and chip, or an equivalent material as approved by the City Engineer.
- ii. The Temporary Access shall be limited access, gated, have an Emergency Key Box installed, and shall be clearly labeled as "Emergency and Authorized Vehicle Access Only."
- iii. Before issuance of any Final Certificate(s) of Occupancy for improvements on the Property, the Temporary Access shall be fully constructed, inspected, and approved by the appropriate City Staff or representative(s).
- iv. The Temporary Access shall be maintained by the Developer until such time as it is no longer required.
- v. Upon completion and opening to traffic of the future Enterprise Drive along the northern boundary of the Property, the Temporary Access shall be removed, any required adjustments shall be made to bring the acreage formerly used for the Temporary Access into compliance with the relevant City Code(s), and the portions of the Property formerly underlying the Temporary Access shall be restored to fulfill

development intensity, open space, or green space requirements as per City Code, or be converted into a part of the parking lot area. The Developer is solely responsible for removal of the system and all costs, financial or otherwise, of removal. A Surety will be furnished per City requirements for these improvements.

- (b) At the Time of Platting Developer shall provide an Adjacent Substandard Roadway Guaranty and Surety for Old Peoria Court in the amount of \$90,650.00, based on \$175.00 per frontage foot for that portion of the road between the western boundary of the Property and the eastern terminus of the road. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property. The Adjacent Substandard Street improvement fee will be posted at Final Platting or paid at completion of the road to City Minor Street standards, whichever occurs last.

(4) Interior Streets

- (a) All interior streets shall be built to City Minor Street standards except for the entrance roadways which shall be constructed as at least 3-lane pavements, as determined by the Transportation Studies required by Section 4A(1). Pedestrian access (sidewalks or trail) shall be provided on both sides of all roadways.
- (b) At the Time of Platting, the Developer shall dedicate all necessary right-of-way and easements for required public improvements.
 - i. Streets used for access to the Property, within sections of the Annexation Plat marked "Area to be Zoned M-1 (Possibly B-2)," consisting of approximately 11 acres at the north of the Property and approximately 12 acres at the south of the Property, shall have right-of-way and other appropriate easements dedicated for the creation and construction of public roads. Right of way widths shall accommodate necessary land configuration and intersection improvements, as determined by the Transportation Studies.
 - ii. Streets internal to the development, within the section of the Annexation Plat marked "Area to be Zoned M-1," consisting of approximately 53 acres, shall have dedicated easements but shall be retained as private streets, until such time that a portion of the Property is subdivided, necessitating public ownership and maintenance of said streets to provide public frontage for the creation of legal lots, per the Subdivision Code and Manual of Practice of the City of Bloomington.

(5) Enterprise Drive Extension

- (a) At the Time of Platting, or upon the request of the City, the Owner or Developer shall dedicate 45 feet right-of-way for Enterprise Drive extension, along the northern border of the Property, as depicted on the Concept Plan.
- (b) At the Time of Platting, Developer shall provide an Adjacent Substandard Roadway Guaranty and Surety for Enterprise Drive Extension in the amount of \$232,925.00, based on \$175.00 per frontage foot for that portion of the road between the western boundary of the Property and the eastern boundary of the Property. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property. The Adjacent Substandard Street improvement fee will be posted at Final Platting or paid at completion of the road to City major street standards, whichever occurs last.
- (c) Should the Developer elect to construct any portion of future Enterprise Drive, as depicted in the Concept Plan or other City-approved documents and plans, to provide ingress/egress to the Property, the following conditions shall apply:
 - i. Enterprise Drive shall be constructed to City Collector Street standards, and may be constructed as a two-lane roadway, with signalization or signage, and turning provisions as indicated by the Transportation Studies or the City of Bloomington.
 - ii. Any oversizing of engineering specifications, including paving thickness, as required by the City, shall be paid by the City.
 - iii. Should the Developer elect to construct any portion of the Enterprise Drive public road, Developer may deduct the number of linear feet constructed from the number of frontage feet used to calculate the Adjacent Substandard Roadway Guaranty and Surety owed for Enterprise Drive extension.

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

- (1) Developer may tap and use the existing City of Bloomington water main along the south side of West Market Street, with a tap-on fees and connection charges in the amount of \$9,879.24, based on \$43.33 per linear foot of frontage, payable at the time of Final Platting. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(2) The Developer shall be responsible for constructing the water mains interior to the subdivision.

(3) Right-of-Way. All necessary water mains shall be built within dedicated public right-of-way or dedicated easements as approved in a final Preliminary Plan or Planned Unit Development Plan, subsequent to staff review and any required public hearings.

(4) Improvement Obligations.

(a) Public Water service to the tract will be provided in the following manner: A public water main shall be extended from an existing water main on the south side of West Market Street (Illinois Route 9), designed and constructed per the City's Manual of Practice, and may be constructed in phases as development progresses northward, subject to approval by the City and any other licensing or permitting agencies.

(b) Tap On Fees and Costs for Public Water Improvements. The Developer will pay all costs associated with water main construction. Any oversizing of water mains, as required by the City, shall be paid by the City.

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

(1) Developer may tap and use the existing sewer main along the west or southwest side of Property with a tap-on fees and connection charges in the amount of \$5,472.05 per acre, payable at the time of Final Platting. This cost shall be automatically increased by 6% simple interest, or according to the consumer price index for all urban consumer (CPI-U) as established by the U.S. Department of Labor, whichever is lesser, at the time such fees are paid, using the set dollar value for the month and year of Annexation of the Property.

(2) The Developer shall be responsible for constructing the sewer mains interior to the subdivision.

(3) As part of constructing the sewer to serve development of the property, the Owner and/or Developer(s) shall ensure that a sanitary sewer stub of at least 8 inches is provided at the northern end of the property to allow future development on the north side of Enterprise Drive to access and tap on to the public sewer line.

(4) Right-of-Way. All necessary sanitary sewers shall be built within dedicated public right-of-way or dedicated easements as approved in a final Preliminary Plan or Planned Unit Development Plan, subsequent to staff review and any required public hearings.

(5) Improvement Obligations.

(a) Sanitary sewer service to the tract will be provided in the following manner:

- i. A sanitary sewer will be extended from an existing sanitary sewer on the west or southwest side of the Property, easterly in a public right-of-way or dedicated easement to serve the property indicated as "Exception" (PIN 13-36-376-001) adjacent to the southeast corner of the Property, unless such property is acquired and dedicated as Parkland, as per section 4E(1)(a) of this Agreement. The cost of said extension shall be deducted from the Tap On Fees and Costs owed.
- ii. Developer shall install any gravity sewers and lift stations required to serve the development interior to the site, as per the City's Manual of Practice.

(b) Tap On Fees and Costs for Public Sanitary Sewer Improvements. The Developer will pay all costs associated with sanitary sewer construction. Any oversizing of sewer mains, as required by the City, shall be paid by the City.

D. **Stormwater Detention** shall be provided as per the Manual of Practice. Shared stormwater facilities, including the detention basin indicated on the Concept Plan, shall remain in private ownership. Should subdivision of the Property occur at a later date, appropriate easements and maintenance agreements shall be required prior to final platting to allow the continued use and management of any shared stormwater management facilities.

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

(1) Dedication or Contribution Obligation. As indicated on the Concept Plan in Exhibit "B," the final residential density for the "Area to be Zoned M-1" indicated on the Annexation Plat as approximately 53 acres is planned to be 790 dwelling units, requiring 17.9 acres dedicated for park purposes.

(2) Fulfillment. The Developer shall have the following options to fulfill their Parkland Dedication or Contribution obligation.

(a) The City agrees to accept dedication of approximately five (5) acres in the southeastern portion of the Property as complete fulfillment of the Developer's dedication obligation, upon the following conditions:

- i. Dedication of the approximately 2.5-acre area in the southeastern portion of the Property, indicated as "Greenspace" on the Concept Plan.
- ii. Acquisition and dedication of the approximately 2.57-acre property listed as "Exception PIN 13-36-376-001" on the Annexation Plat.

iii. Developer shall be responsible for constructing public access to the dedicated acreage from West Market Street (State Route 9).

(b) Alternatively, the City agrees to accept fee in lieu of parkland dedication in the amount of \$25,000.00 per acre, payable at the time of Final Platting.

(3) Upon development, should acreage indicated on the Concept Plan as commercial be used for residential purposes, these obligations shall be recalculated to account for the adjusted final residential density of the subdivision, and a cash contribution in lieu of dedication shall be required to make up the difference, payable at the time of Final Platting.

F. Concept Plan Approval. The City hereby approves the Concept Plan for the property, attached hereto Exhibit "B".

G. Preliminary Subdivision or Planned Unit Development (PUD) Plan Approval. Within 90 days from the submission of one or more Preliminary Subdivision or PUD Plans in the form and with the content required by the City's Land Subdivision Code as it now exists, and after any public hearings required by law and ordinance, the City agrees to approve such, if in substantial accordance with the Concept Plan. Further, after the preparation by the Owner and approval by the City of required construction drawings and the completion of or bonding for all public improvements the City agrees to approve Final Plats, provided they are in substantial accordance with the Concept Plan and approved Preliminary or PUD Plans.

5. OBLIGATION TO DEVELOP PER CODE.

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

6. ANNEXATION TO OTHER TAXING DISTRICTS.

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

7. COVENANTS AND AGREEMENTS

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

8. TERM

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

9. NOTICES

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

To the City of Bloomington, Illinois (“City”):

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

To KACO, Inc. (“Owner”):

C/O Harry J Mathers
KACO, INC
25033 Old Oak Lane
Shorewood, IL 60404

To Bloomington 77 Developments, LLC (“Developer”):

Bloomington 77 Developments
C/O Premier Luxury Rentals, LLC
Attn: William Koffie, Jr., Manager
529 E. 38th Street, Ste. 101
Chicago, IL 60653

with a copy to Meyer Capel (Attorney for the Developer):
C/O Nate Hinch
Meyer Capel
201 E. Grove Street #100
Bloomington, IL 61701

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

12. ADOPTION OF ORDINANCES

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

13. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.

- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner and Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner and Developer hereby warrant and represent to the City (i) that Owner is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property and Real Estate Sale Agreement with the Developer, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that they have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner or Developer will (a) result in a breach or default under any agreement to which the Owner or Developer are a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner, Developer, or the Property is subject.
- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner and Developer agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City, the Owner, or the Developer.
- O. Recording. After the Developer has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, and the adopting Resolution, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.
- P. Occupancy Permits. In addition to any other remedies permitted by this Agreement, the failure of Developer to meet any obligation set forth within this Agreement shall be cause for the City to deny and/or revoke any occupancy permit issued on the Premises.

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

CITY OF BLOOMINGTON

OWNER
KACO INC

By: _____
Mboka Mwilambwe, Mayor

By: _____
Harry J. Mathers, Trustee

ATTEST

DEVELOPER
Bloomington 77 Developments, L.L.C.,

By: _____
Leslie Smith-Yocum, City Clerk

By: 
William Koffie, Jr., Manager

EXHIBIT A
Legal Description of Property

Tract 1:

The East Half of the Southwest Quarter of Section 36 and the West 2 Acres of the West Half of the Southeast Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois,

Excepting therefrom that part lying south of the centerline of the Old Peoria to Bloomington Road;

Also excepting therefrom the following tract of land: Beginning at a point on the South Line of said Section 36 lying 33 feet East of the Southwest Corner of the Southeast Quarter of said Section 36, said point is also the Southwest Corner of a General Telephone Company of Illinois Survey recorded as Document No. 67-5948, in the McLean County Recorder of Deeds

Office; from said Point of Beginning, thence North 396 feet along a line which is parallel with and 33 feet normally distant East of the West Line of said Southeast Quarter, said line is also the West Line of said General Telephone Company of Illinois Survey; thence West 330 feet along a line parallel with South Line of said Section 36; thence South 396 feet parallel with the West Line of said Southeast Quarter to the South line of said Section 36; thence East 330 feet along the South Line to the Point of Beginning; and also excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

Tract 2:

All that part of the Old Peoria and Bloomington Road in the East Half of the Southwest Quarter of Section 36 in Township 24 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, lying south of the centerline of the Old Peoria to Bloomington Road, excepting therefrom that part taken by the Department of Transportation of the State of Illinois, for and in behalf of the People of the State of Illinois, order Vesting Title in Condemnation Case No. 86 ED 3, entered July 7, 1986, located in McLean County, Illinois.

PIN: 13-36-326-002

EXHIBIT B Concept Plan for the Bloomington 77 Development



LEGEND	
UNIT TYPE:	INVENTORY
3 & 4 Bedroom Townhouse	90 UNITS
1-Bedroom Apartment	269 UNITS
2-Bedroom Apartment	204 UNITS
3-Bedroom Apartment	204 UNITS
Parking Data:	
LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	1,143 Stalls
Garage	180 Stalls
Total	1,323 Stalls
Commercial Data:	
LOCATION	INVENTORY
South Commercial	45,000 sf
North Commercial	69,600 sf
Total	114,000 sf
Parking Data:	
LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	686 Stalls
Total	686 Stalls



Townhouse Data:

90 Units
20' Setback, all sides
2 Stall garages
0.44 FAR

Parking Data:

LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	180 Stalls
Garage	180 Stalls
Total	360 Stalls



Community Center:

6000 sf
10' Setback from Multifamily
20' Setback from Road



3-Story Walk-up Apartments

264 Units
120 1-BR
72 2-BR
72 3-BR
20' Setback, all sides
0.65 FAR

Parking Data:

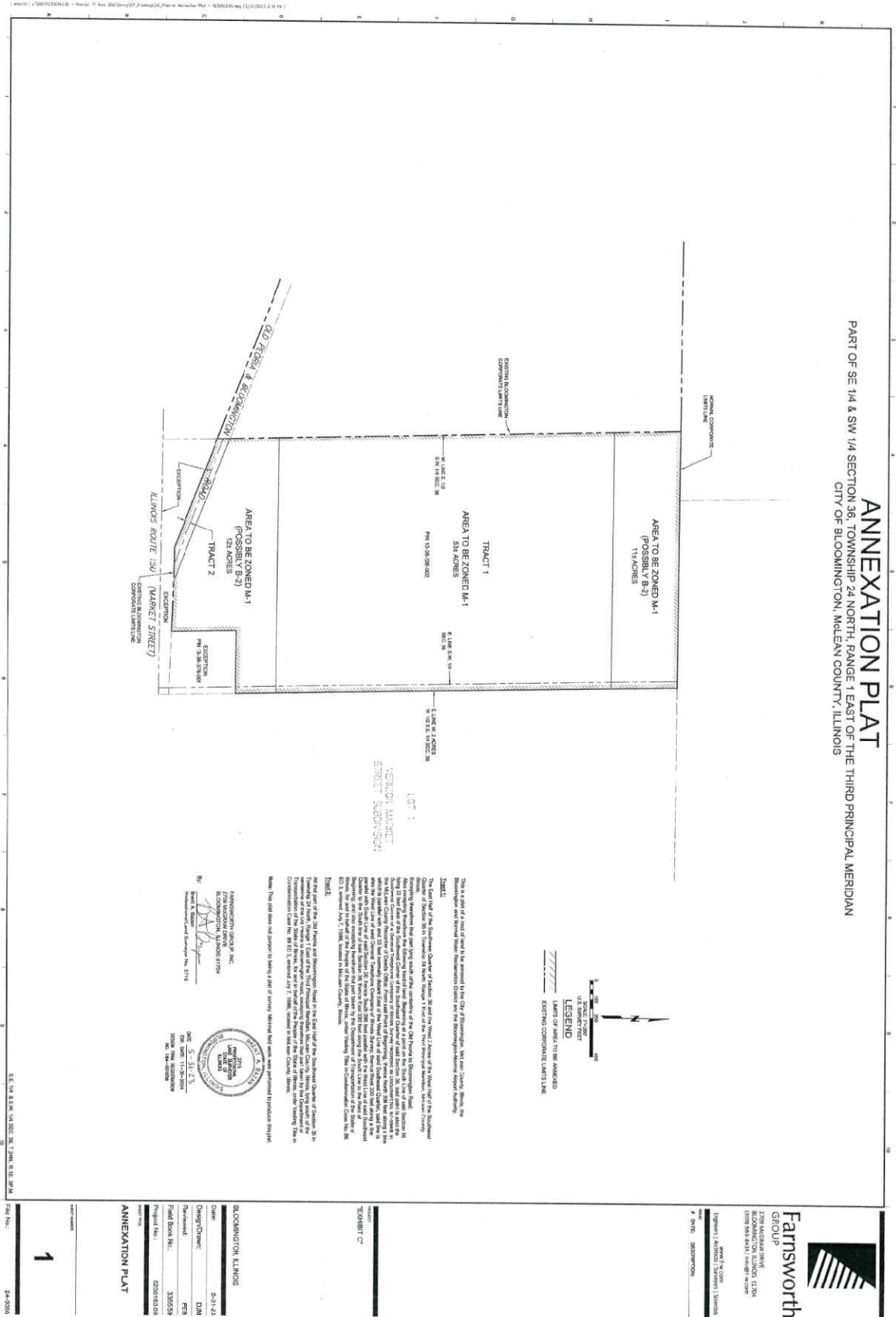
LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	322 Stalls
Total	322 Stalls

4-Story Multifamily Data:
428 Units
35 Studio Apartments
149 1-BR Apartments
132 2-BR Apartments
132 3-BR Apartments
20' Setback, all sides
0.52 FAR

Parking Data:

LOCATION	INVENTORY
On-Street	0 Stalls
Off-Street	601 Stalls
Total	601 Stalls

Zoning and Annexation Plat



TO: Planning Commission

FROM: Economic & Community Development Department

DATE: July 5, 2023

CASE NO: Z-11-23, Annexation Agreement & Zoning Map Amendment

REQUEST: Public hearing, review and action on a request submitted by Bloomington 77 Developments, LLC, for approval of an Annexation Agreement and Zoning Map Amendment, from A (Agricultural) to M-1 (Restricted Manufacturing) or B-2 (Local Commercial) pertaining to property commonly located north of West Market Street (State Route 9), near the eastern termination of Old Peoria Court, consisting of approximately 77 acres (PIN: 13-36-326-002).

BACKGROUND

Request

The Applicant seeks approval of an Annexation Agreement and Zoning Map Amendment to incorporate the property and change from the County A (Agricultural) District to allow the construction of commercial uses and multiple-family dwellings. The requested zoning for the property as M-1 (Restricted Manufacturing) District—or B-2 (Local Commercial) District—is appropriate, as adjacent properties represent a variety of zoning districts, uses, and governmental jurisdictions. The Agreement would allow future conversion of up to 23 acres to B-2 (Local Commercial) District, should changes in the market and the community warrant such future change. This zoning is in alignment with the City's Comprehensive Plan and the current development character of this area.

Additional, separate reviews are anticipated for a Special Use Permit for Multiple-Family Dwellings in the M-1 (Restricted Manufacturing) District, Preliminary Subdivision or Planned Unit Development approval, Plat approval, Site Plan approval, and related site and building permits. Each of these items is a usual and customary requirement, several of which entail additional future public hearings.

Property Characteristics

The subject property consists of approximately 77 acres of vacant land located near the eastern terminus of Old Peoria Court, north of West Market Street (State Route 9), and east of Revenue Park and a large tract of land zoned M-1 (Restricted Manufacturing) District. No existing Annexation Agreement or Preliminary Plan was found for the subject property. The proposed Enterprise Drive Extension borders the northern end of the property, and public water and sewer mains are available either within, or immediately adjacent to, the property boundaries.

The property is currently used as cropland. A modified natural drainage path runs near the western boundary of the property, with additional drainage paths for the subject and adjacent properties collecting in the southwest before exiting through culverts at Old Peoria Court and West Market Street. Stormwater from the property drains to the Salt Subbasin of the Sugar Creek Watershed.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Tuesday, June 20, 2023. Courtesy notices were mailed to 24 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	Town M-2 (General Manufacturing), County A (Agricultural)	Vacant, Cropland
South	County A (Agricultural), M-1 (Restricted Manufacturing), B-1 (General Commercial)	Transportation Corridor, Residential, Fabricated Metals, Warehouse, Office
East	County M-1 (Restricted Manufacturing)	Warehouse, Office
West	M-1 (Restricted Manufacturing)	Vacant, Cropland, Office

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: County A (Agriculture) District

Agricultural land is under urban pressure from expanding incorporated areas. This urban pressure takes the form of scattered development in wide belts around the incorporated communities of McLean County, brings conflicting land uses into juxtaposition, creates high costs for public services and stimulates land speculation. Certain agricultural land constitutes unique and irreplaceable land resources. It is the purpose of the Agriculture District to provide a means by which agricultural land may be protected and enhanced as an economic and environmental resource of major importance to the County (McLean County Code § 350-35).

Proposed Zoning: M-1 (Restricted Manufacturing) District

The intent of this M-1 Restricted Manufacturing District is to provide for industrial, warehouse, storage and transfer service uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities.

Proposed Zoning: B-2 (Local Commercial) District

The intent of this B-2 Local Commercial District is 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.

Compliance with the Comprehensive Plan

The proposed Annexation and Zoning Map Amendment contribute to the following Goals and Objectives:

- Goal H-1 (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), Objective H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits);
- Goal ED-4 (Enhance the image of Bloomington as a business friendly community), Objectives

ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), ED-4.3 (Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments), and ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends);

- Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core); and
- Goal HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City), Objective HL-1.2a (Increase developed outdoor parkland to reach 10 acres per 1,000 residents).

The 2035 Comprehensive Plan Future Land Use Map identifies this area as "Employment Center" in the Emerging Areas. The Land Use Priorities Map identifies this property as Tier 2, "Land immediately adjacent to the City's incorporated area, and with access to all City services."

STANDARDS FOR REVIEW FOR ZONING MAP AMENDMENTS

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Chapter 44 (Zoning) was updated in February of 2023; Chapter 8.5 (Annexation) was not updated concurrently. The more comprehensive Chapter 44 criteria has been used for this review since the Planning Commission's primary obligation (§ 8.5-203D) is to evaluate the proposed Zoning Map Amendment(s) (§ 44-1706E(2)(a)[1] - § 44-1706E(2)(a)[11]) versus (§ 8.5-203D(1) - § 8.5-203D (8)).

Request for Zoning Map Amendment to M-1 or B-2

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the current County A (Agriculture) District are oriented to the production and management of agricultural crops, and normal accessory uses like low-density single-family dwellings, and processing or storage facilities. Other commercial recreation and potentially noxious uses that require large amounts of land and/or separation from populated areas may also be permitted. Many of the uses in this District are reliant upon well and septic to supply potable water and refuse disposal, due to the extended distance between users and the expense of installing and maintaining public utility infrastructure. Continued agricultural operation of property with existing access to public water and sewer is not the highest and best use of the property and does not facilitate providing City services in a cost-effective, efficient manner. In addition, the existence of adjacent moderate-density residential uses and public commercial uses makes some of the uses potentially permitted in the current district undesirable, Shooting Ranges and Stockyards, for example.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has never been developed and is currently used as cropland, but it is now effectively surrounded by the City on three sides, with the property between N. Rivian Motorway and the western property boundary having been annexed in 2007. Development of Revenue Park, along with the installation of associated utilities began the following year, creating a gap in contiguous undeveloped, unincorporated land, of which this property is part.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Physically, the subject property would be appropriate for most uses permissible in the City's Zoning Code, excepting those that can significantly alter or impact the water table, such as mining/quarrying or refuse disposal. The property does not hold any major drainage ways, flood zones, topographic changes, or natural features. Some hydric soils exist, but they are primarily those that underly native prairie grasses and are highly alterable with changes in slope and drainage. It is likely that the entire property has been tilled to change drainage patterns, and the identified stream has already been altered to accommodate the drainage and design needs of agronomic crop production. Any jurisdictional wetlands originally present are unlikely to remain.

4. The existing land uses and zoning of nearby property.

The adjacent properties are zoned County or City M-1 (Restricted Manufacturing), City B-1 (General Commercial) or County A (Agriculture), Town M-2 (General Manufacturing), and are in a variety of stages of development, mostly consisting of low-intensity industrial, commercial, or single-family residential uses. The addition of more low-intensity manufacturing, commercial, or moderate-intensity residential uses would not be out of character with what exists in the surrounding area.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

For either of the proposed Zoning Districts, the relative gain for the owner is real due to the increase in development potential on the property, but the gain to the community is also real based on the need and market interest in the type of uses permissible in the proposed zoning districts. Hardship to the surrounding property owners is expected to be minimal since the character of the development would be similar to what can already be developed on adjacent parcels, or already exists in the vicinity. While a moderate increase in traffic can be expected due to development of the subject parcel, this corridor is already heavily utilized by out-of-town workers, and long-term development could reduce the number of trips on the portion of West Market Street adjacent to Old Peoria Court by supporting the extension of Enterprise Drive.

As related to the assignment of a specific Zoning District:

Zoning Map Amendment to M-1 (Restricted Manufacturing) District

Uses permissible in this District are the same as those permissible on adjacent parcels. This District allows light industrial uses with an "absence of objectionable external effects," like Vehicle Service, Trade and Construction Services, and Mini Warehouses (Self Storage), but *does not* allow heavy industrial uses like Junkyards, Quarrying, or fossil fuel energy production.

Zoning Map Amendment to B-2 (Local Commercial) District

Uses permissible in this District are less intense than those permissible on the adjacent parcels. Since uses such as Restaurants, Retail, and Commercial Recreation Facilities are more customer-focused they may result in increased traffic counts during peak hours, but they should be generally benign in terms of their potential for the hazards of pollution and misuse.

Both M-1 and B-2 are considered Districts of transition, designed to serve and be sensitive to adjacent, lower-intensity uses like residential dwellings. Bulk and Site standards in both Districts lend themselves to mixed-use, multi-modal development. Both the M-1 and B-2 Districts may allow Multiple-Family Dwellings. The addition of dwelling units near existing employment centers should attract local workers, resulting in increased sales and occupancy of the existing commercial to the east, and increased local investment in public resources that would benefit nearby residents of both the City and the County.

6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The Annexation Agreement requires the developer to conduct Traffic and Intersection Design Studies to identify what improvements to West Market Street will be required to maintain appropriate level of services and to accommodate safe ingress and egress to the property; these conditions are not dependent upon the Zoning District assigned. West Market Street and Rivian Motorway already function as principal arterials, with average trip generation of 8-10,000 per day (IDOT 2021); the addition of fewer than 500 trips generated during peak hours should not significantly impact the function or condition of these roads (Applicant engineering data).

7. **The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.**

Regardless of the Zoning District selected, stormwater management for this subdivision will be accommodated through a combination of solutions, including a detention basin, and will be required to be managed wholly onsite. The installation of detention to manage development on the parcel may even out stormwater releases downstream, reducing flooding potential as compared to the existing, freely draining tiled agricultural field.

8. **The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The property is already planned for service by City water and sewer collection service, as well as fire and police protection. The property will be annexed to Bloomington-Normal Water Reclamation District and the Unit 5 School District, to provide wastewater treatment and public school services, respectively.

9. **The extent to which property values are diminished by the restrictions of the proposed zoning.**

Property values are unlikely to be diminished by the Map Amendment. Uses permissible in the M-1 (Restricted Manufacturing) District are the same as those permissible on the adjacent parcels, so a reasonable expectation of their installation should already be built into the current values of property and uses in the vicinity. Uses permissible in the B-2 (Local Commercial) district are designed to “serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods,” and could be supportive of, or at least not detrimental to, property values. Any reduction in commercial vacancy on nearby properties, as associated with increased residential density in this area, would increase the values of both the commercial and residential properties in the area by decreasing the potential for urban decay and blight.

10. **Whether a Comprehensive Plan for land use and development exists, and whether the amendment is in harmony with it.**

The 2035 Comprehensive Plan Future Land Use Map identifies this area as “Employment Center” in the Emerging Areas, but recent evidence indicates a pressing need for residential uses to support the existing workforce on the west side of Bloomington-Normal. The need for housing to support the continued survival of our commercial and industrial uses may make consideration of mixed-use developments reasonable for areas that were proposed for commercial use when the Comprehensive Plan was drafted nearly a decade ago. In fact, Comprehensive Plan Objective ED-

4.4 directs the City to “Evaluate commercial land use needs in the context of changing economic trends,” indicating that conversion of a commercially designated property to include residential uses would be appropriate considering the increasing west-side workforce of Ferraro and Rivian.

11. Whether the City needs more of the types of uses allowed in the proposed district.

Uses related to residential “Household Living” are the primary difference between the intent for this area specified in the Comprehensive Plan and the allowable uses in the desired Zoning Districts. The Bloomington-Normal Economic Development Council recently published an update to their 2021 Housing Demand Study, indicating that the gap between the number of housing units needed and housing units under construction has widened rather than improved. Evidence now shows that Bloomington-Normal needs more than 7,000 residential dwelling units (Bloomington Normal Housing Demand Study Update, BNEDC, June 2023), and that the need for many of those units is related to Rivian, making location on the west side of the City preferred for the development of compact growth and the implementation of future short-route transit.

ADDITIONAL STANDARDS FOR REVIEW FOR ANNEXATION

Both the Planning Commission and City Council shall conduct public hearings on the Agreement. The Planning Commission shall make its recommendation to the City Council after conducting its hearing. Recommendations shall be made...giving due consideration for the purpose and intent of Chapter 44, Article I, of the Bloomington City Code - 1960, including the following specific purposes (§ 8.5-203D(9)):

(a) To conserve and protect the taxable value of land and structures;

Standards five and nine for approval of Zoning Map Amendments speak to this purpose; evaluation indicates increased residential density would support nearby commercial and industrial uses—in terms of patronage and by providing workforce—and is likely to protect or increase values locally.

(b) To protect the air, water and land resources within the City from the hazards of pollution and misuse;

Standards three and eight for approval of Zoning Map Amendments speaks to this purpose, as does the requirement within the Agreement for Parkland dedication. Compliance with the Code for either of the proposed districts will be generally protective from the hazards of pollution and misuse; the Agreement states all public hearing and normal permitting processes shall be followed, and no Variations to the Code are requested or included as part of the Agreement.

(c) To protect land and structures from natural hazards; including flooding and erosion;

Standard seven for approval of Zoning Map Amendments speaks to this purpose; evaluation indicates that incorporation and development of this property, when in compliance with the Manual of Practice—which is the expectation and requirement of such—will address onsite and localized flooding issues, as well as potentially improve issues with periodic flooding in downstream areas.

(d) To preserve and protect historic locations, structures and groups of structures;

Not applicable; this property is unimproved.

(e) To preserve and protect and encourage the development of structures, groups of structures and neighborhoods of distinctive architectural character and appearance;

Standard four for approval of Zoning Map Amendments speaks to this purpose; evaluation indicates that the proposed zoning and uses are consistent with those existing on nearby properties. Annexation as proposed in the Agreement should not negatively impact existing structures or neighborhoods of distinctive architectural character and appearance, while the development of a large, contiguous parcel provides an opportunity for innovative and well-planned development.

(f) To provide for the orderly and functional arrangement of land uses and structures;

Standard two for approval of Zoning Map Amendments speaks to this purpose; evaluation indicates that Annexation and development of the subject property results in greenfield “infill” development, making beneficial use of utilities and transportation improvement that have been installed to support other existing land uses and structures.

(g) To establish standards for the orderly development or redevelopment of geographic areas within the City;

The Agreement creates standards for the subject development through inclusion of a Concept Plan, with which future subdivision, platting, and development must be in substantial compliance.

(h) To secure for the public locations for housing, employment, shopping, education and recreation that are adequate in terms of health, safety, convenience and number;

Standards six and 11 for approval of Zoning Map Amendments speak to this purpose, as do the requirements for public improvements specified in the Agreement. Evaluation indicates that adequate provisions will be made for public safety in terms of ingress, egress, and pedestrian circulation. Additional housing is of paramount importance at this time and the location will make positive use of the nearby employment and shopping locations.

(i) To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;

Standard eight for approval of Zoning Map Amendments speak to this purpose; evaluation indicates adequate facilities either exist or will be supported by this Agreement. The inclusion of parkland dedication, tap-on fees, and roadway improvement obligations in the Agreement enables the adequate provision of public facilities, while the development will result in an increase in taxable property values that provide funding to public services and school districts.

(j) To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;

Standard one for approval of Zoning Map Amendments speak to this purpose; evaluation indicates that the practicality of continued agricultural use is diminishing as development surrounds this property. The property has already been substantially altered from its natural state in terms of vegetation and drainage and does not possess natural resources of particular interest or quality for retention. Should the “Exception” property discussed in the Agreement and depicted on the Annexation Plat be acquired and dedicated as parkland, the City would include retention of the existing stand of trees in plans for the area, if technically feasible.

(k) To permit public involvement in the planning of private land uses which have the potential for significant impact on the use and enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and

Approval of the Agreement and Zoning Map Amendment after public hearings and Council review

would be the result of a fair, equitable, and orderly public review and participation process.

(I) To promote the Official Comprehensive Plan adopted by the City of Bloomington.

Annexation resulting in nearly 800 residential units in a mixed-use, walkable development, designed to provide for the local workforce, supports Bloomington's long-term vision of being "a unique, cohesive, and vibrant community...supported by its high quality of life and enduring economic stability" (Comprehensive Plan 2015-2035). The Applicant's implementation of a "never seen before architectural concept that will provide this neighborhood an aesthetic and artistic appeal" furthers the Plan's stated desire for a culture of innovation and entrepreneurship that supports the City of Bloomington and its twin city, the Town of Normal, in pursuit of a vital and growing community in McLean County (Bloomington 77 Development Description).

Upon a vote, the Planning Commission will forward its recommendation to City Council. Council will then conduct a second public hearing, and approve or reject the Agreement on the basis of:

1. The facts presented at the public hearings; and
2. The recommendations of the Planning Commission; and
3. The recommendations of the City Staff.

STAFF RECOMMENDATION

Staff finds that the standards for an Annexation Agreement have been adequately addressed in the Draft Agreement and Concept Plan, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

Motion to establish findings of fact that the request for approval of the proposed Annexation Agreement is ***in the public interest and not solely for the benefit of the petitioner*** and to recommend ***approval*** of the request.

Staff additionally finds that the proposed Zoning Map Amendments ***are in the public interest and not solely for the benefit of the applicant***, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

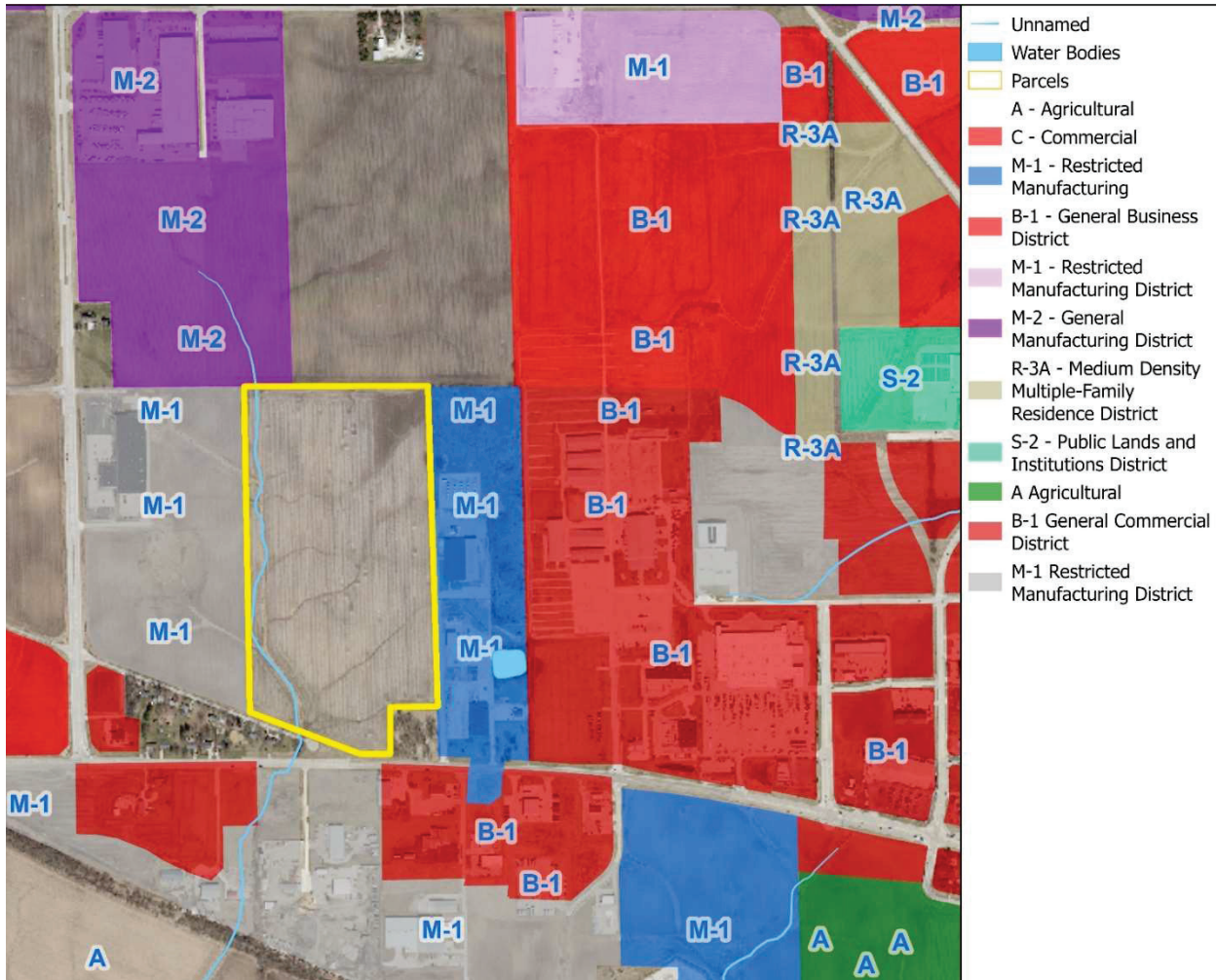
Motion to establish findings of fact that the request for approval of the proposed Zoning Map Amendment to the M-1 (Restricted Manufacturing) District and/or B-2 (Local Commercial) District ***is in the public interest and not solely for the benefit of the petitioner*** and to recommend ***approval*** of the request.

Respectfully submitted,
Alissa Pemberton
City Planner

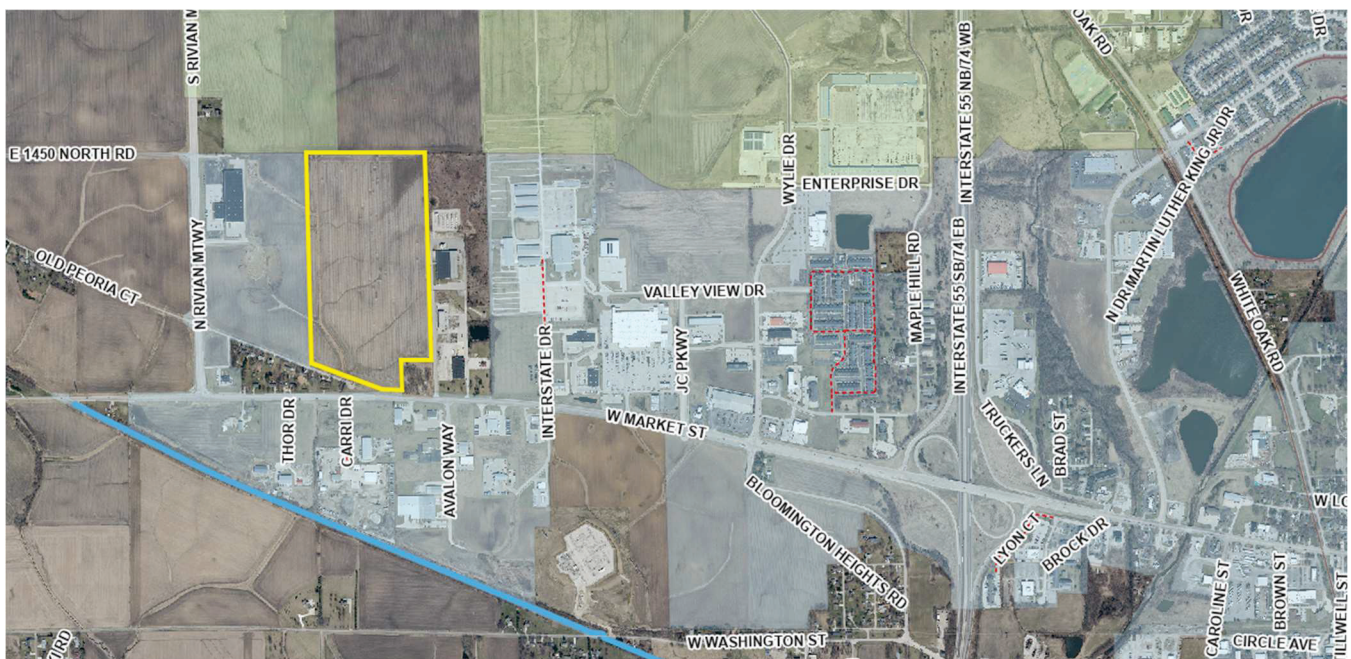
Attachments:

1. Zoning Map
2. Aerial Image
3. Petitioner-Submission - Description of Project
4. Calculation of Obligations & Fees
5. Comparison of Permitted and Special Uses in the B-2 and M-1 Zoning Districts
6. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Bloomington 77 Development Description

Premier Luxury Developments, LLC (PLD), D/B/A Bloomington 77 Developments, LLC, was founded in 2017 with a single mission: to build structures with enduring value and the potential to become timeless. Our team of creative professionals carefully evaluates each project in order to adhere to both financial and time constraints, while providing provocative and innovative designs.

Our present development project, "Bloomington 77 Development" (tentatively named) will consist of an unprecedented ground-up workforce development construction project in the blossoming Bloomington/Normal district. This project will present a variety of market-rate offerings, with future plans to pursue opportunities that would allow the inclusion of qualified affordable units as well. PLD has assembled a dream team of consultants, engineers, financial consultants, and investors to present a 77 ACRE development project that will consist of approximately:

- 700-800 total apartment units
- 90 townhouses units
- 10 acres dedicated to retail and commercial space
- A Community Center equipped with pool, fitness center, and office space
- An outdoor running and biking trail
- Rivian-based transit implementation
- Greenspace and Detention Pond

This opportunity is mainly derived from Rivian, a new electric car plant, generating a demand for new housing and development in the area. It is also home to State Farm, Illinois State University, Illinois Wesleyan University, and is just 45 min from the University of Illinois. This is a prime location and opportunity as Rivian has just signed a deal with Amazon, who owns a 20% stake in the company, to manufacture 100,000 electric delivery vehicles by 2030. Rivian is also producing other lines of vehicles to be in competition with Tesla in the near future.

Additionally, we believe the recent investment of Ferrero North America's \$214M production facility, with the proximity to Chicago, St. Louis, Champaign, Peoria, and Indianapolis, solidifies Bloomington/Normal as an emerging and expanding economic sector that is ripe with opportunity.

This development project will be like no other prior. Premier Luxury Developments, the parent company, has teamed up with Hope Housing Foundation, Taylor Capital Consultants, Studio H Design company, the Farnsworth Group, and others to create a futuristic and captivating, never seen before architectural concept that will provide this neighborhood an aesthetic and artistic appeal. This will be the first of many designs and projects to be implemented by PLD, as we foresee the growth and expansion of Bloomington/Normal to be ongoing, in concurrence with recent studies conducted by the Bloomington/Normal Economic Development Committee.

We greatly are appreciative of your feedback, guidance, and support throughout this process.

Sincerely,

William

W. E. Koffie Jr., Esq.

Bloomington 77 Developments



Attachment 4 - Calculation of Obligations & Fees

Fees to be Paid as a Condition of Annexation				
Item	Basis	Cost Per Unit	Units	Total Due
Annexation Fees	Sq. Ft. (M-1 or B-2)	\$0.07	3,354,120 sf	\$234,788.4
Total		\$234,788.4 - detention area		

Parkland Dedication				
Item	Basis	Cost Per Unit	Units	Total Due
Parkland Dedication	Ultimate Population	1 acre / 100 people	2.26/DU	17.9 Acres
Parkland Fee-In-Lieu	Acre	\$25,000.00	17.9	\$447,500.00
Total		Maximum of \$447,500.00		

Public Works				
Item	Basis	Cost Per Unit	Units	Total Due
Substandard Road - Old Peoria Ct.	Linear foot frontage	\$175.00	518	\$90,650.00
Substandard Road - Enterprise Dr.	Linear foot frontage	\$175.00	1331	\$232,925.00
Tap-On Fee (Sewer) - Washington Trunk	\$842.22/Acre (10-1995)	\$1,666.51 (CPI) \$2,240.31 (6%)	77	\$128,321.27
Tap-On Fee (Sewer) - Washington Extension	\$1,160.00/Acre (12-2006)	\$1,748.20 (CPI) \$2,308.40 (6%)	77	\$134,611.40
Tap-On Fee (Sewer) - Revenue Park Trunk	\$1,488.00/Acre (07-2008)	\$2,057.34 (CPI) \$2,819.76 (6%)	77	\$158,415.18
Tap-On Fee (Water) - Nord Bus. Park Main	\$22.00 /Linear foot frontage (01/1996)	\$43.33 (CPI)	228	\$9,879.24
Total		\$ 754,802.09		

NOTES & REFERENCES

- *For some items, obligations may be fulfilled via alternate requirements in the proposed Agreement.*
- § 8.5-205(a) Fees to be Paid as a Condition of Annexation
 - These fees must be paid prior to the Council approving the Petition to Annex
 - These fees may increase over time, if disconnection/incorporation does not occur at the same time as adoption of the Agreement
- § 24-702 Parkland Dedication requirements
 - Developer is obligated to *either* acreage dedication, or fee in lieu of dedication
 - This requirement becomes owed upon Annexation
- § 24-703 Criteria for accepting a dedication or requiring a contribution in lieu of park and recreational areas
 - The obligation is payable upon final platting
- Tap-On and Substandard Road fees are payable upon final platting
- Tap-On fees are calculated using the as-built cost, plus the lesser of 6% simple interest, or the CPI comparison from the date of construction to the date of payment.

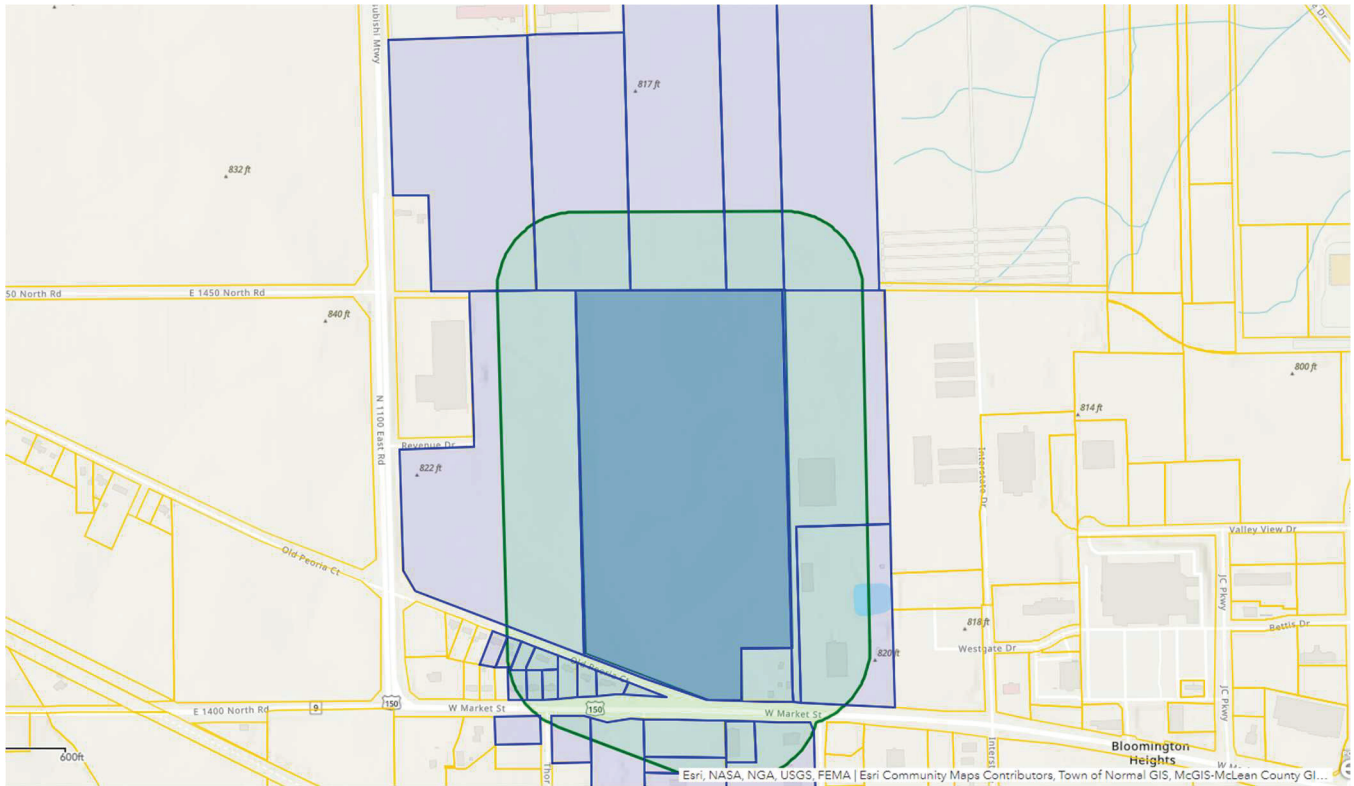
Attachment 5 - Comparison of Permitted and Special Uses in the B-2 and M-1 Zoning Districts

Use	District		
Agricultural Uses	B-2	M-1	Reference
Aquaculture, Aquaponics, Hydroponics		P	
Animal Breeding Services		p ¹	
Fish Hatcheries, Poultry Hatcheries		P	
Forestry	P		
Horticulture Services	P	P	
Urban Agriculture		P	
Urban Garden		P	
Residential Uses	B-2	M-1	Reference
Household Living			
Dwelling, Single-Family		p ²	
Dwelling, Single-Family Attached	p ¹		
Dwelling, Two-Family	p ¹		
Dwelling, Multiple-Family	p ¹	S	
Live/Work Unit	p ¹		
Institutional Uses	B-2	M-1	Reference
Education			
Pre-Schools	P1		
Business and Trade Schools		P	
Government			
Animal Detention Facilities, w/o outdoor exercise area		p ¹	
Animal Detention Facilities, with outdoor exercise area		S	§ 44-1004
Government Services and Facilities	P	P	
Military Bases, Depots, Communication Facilities		S	
Police Stations, Fire Stations	P	P	
Health			
Ambulatory Surgical Treatment Center	P		
Religious			
Place of Worship	S	S	
Residential-Type			
Adult and Juvenile Detention Facilities		S	
Assisted Living Facility	p ¹		§ 44-1019
Other Institutional, Cultural			
Clubs and Lodges	P		§ 44-1012
Food Pantry	P		§ 44-1018
Recreational Uses	B-2	M-1	Reference
Parks and Recreation Facilities	P		
Swimming Clubs	P		
Swimming Pools, Community	P		§ 44-1032
Commercial Uses	B-2	M-1	Reference
Aircraft and Automotive			
Car Wash	S	p ¹	§ 44-1009
Farm Machinery Sales and Service		p ¹	
Truck Stops, Truck Plazas		p ¹	
Truck Wash		p ¹	
Vehicle Fueling Station	S	P	
Vehicle Repair and Service		p ¹	§ 44-1034

Vehicle Rental Service		p ¹	
Vehicle Sales and Service		p ¹	
Vehicle Storage		p ¹	
Entertainment and Hospitality			
Commercial Recreation Facilities	P		§ 44-1015
Entertainment and Exhibition Venues		S	
Sports and Fitness Establishments	P	S	§ 44-1013
Lodging			
Bed-and-breakfast Establishments	P		§ 44-1007
Boarding and Rooming Houses	P		§ 44-1019
Offices			
Financial Services	P	P	
General Offices, Business or Professional	P	P	
Materials Testing Facility	P	P	
Medical or Dental Office or Clinic	P	P	§ 44-1024
Medical Laboratory Facility	P	P	
Printing, Copying and Mailing Services	P	P	
Research Facility or Laboratory		S	
Personal Services			
Clothing Care: Tailor, Dry Cleaning, Coin Laundry, Shoe Repair, etc.	P	P	§ 44-1035
Funeral Parlor, Mortuary	P		
Instructional Studios	P	S	
Kennels, with no outdoor exercise areas	p ¹	p ¹	
Kennels, with outdoor exercise areas		S	
Personal Care: Barber Shop, Beauty Salon, Day Spa, etc.	P	P	
Pet Care: Grooming, Day Care, Training	P	P	
Veterinary Office or Clinic	P	p ²	§ 44-1035
Day-care centers	P	S	
Retail and Service			
Adult-use cannabis dispensing organization	S	S	§ 44-1039
Artisanal/Craft Production and Retail	P	P	
Auction Houses		P	
Bars, Taverns, Nightclubs	S	p ¹	
Building Materials and Supplies		P	
Catering Services	P	P	
Drive-Through, attached to a retail or service use	p ¹		
Drug Stores and Pharmacies	P		
Grocery Stores, Supermarkets	P		
Gun Shops	p ¹		
Liquor Stores	P		
Manufactured and Mobile Home Sales		P	§ 44-1023
Medical Marijuana Dispensing Organization	P	p ¹	
Mobile Food and Beverage Vendor	P	P	§ 44-1027
Restaurants, Cafeterias	P	P	
Retail Sales, General	P	S	
Retail sales, Outdoor	S	S	
Specialty Food Shops	P	S	
Industrial Uses	B-2	M-1	Reference
Manufacturing and Production, Light			
All Light Industrial Uses Not Listed Below		S	

Apparel, Fabrics, Leather Industries		P	
Commercial Cleaning and Repair Services		P	
Commercial Community Kitchen		P	
Crematories		S ³	
Electronics Assembly Plants		P	
Fabricated Metal Industries		S	
Furniture and Fixtures Industries		P	
Lumber and Wood Industries		P	
Professional, Scientific Industries		P	
Secondary Manufacturing Assembly Plants		S	
Trade and Construction Services	P	P	
Wholesaling, Distribution and Storage Facilities		p ¹	
Food and Kindred Industries		p ¹	
Paper and Allied Products Industry		P	
Petroleum Refining, Related Uses		S	
Stone, Clay, Glass Industries		S	
Storage and Equipment Yards			
Aircraft Storage		P	
Composting Facility		P	
Marine Craft Storage, Marinas		p ¹	
Mini Warehouses		p ¹	§ 44-1026
Parking Lot, Commercial	S	p ¹	
Petroleum Products Storage		P	
Warehouse		<u>P</u>	
Transportation			
Bus and Taxi Passenger Terminals		P	
Heliports, Heliport Terminals		S	
Rail Passenger Terminals		P	
Utilities			
Commercial Solar Energy Conversion Facilities	P		§ 44-1031
Private Solar Energy Conversion Facilities	P	P	§ 44-1031
Private Wind Energy Conversion Facilities	P	P	§ 44-1036
Public or Private Utility Facility, Minor	P	P	
Radio, Television Stations-Towers		P	
Wireless Communication Facilities	P	P ⁴	§ 44-1037

Attachment 6 - Neighborhood Notice Map



Chair Boyd nominated Commissioner Beyer for Commission Vice Chair. Commissioner Beyer accepted the nomination. Chair Boyd asked if there were any other nominations for Vice Chair; none were presented.

Chair Boyd made a motion, seconded by Commissioner Krieger, to approve Commissioner Beyer as the new Commission Vice Chair.

Roll call.

AYES: Commissioner Lewis; Chair Boyd; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Patino; Commissioner Peradotti

ABSTAINED: Commissioner Beyer

Motion passed.

The following item was presented:

Item 5.B. Consideration, review, and action on a request submitted by Bloomington 77 Developments, LLC, for approval of an Annexation Agreement and Zoning Map Amendment, from A (Agricultural) to M-1 (Restricted Manufacturing) or B-2 (Local Commercial), pertaining to property commonly located north of West Market Street (State Route 9), near the eastern termination of Old Peoria Court, consisting of approximately 77 acres, more or less (PIN: 13-36-326-002).

Alissa Pemberton presented the Staff Report, with recommendation for approval. She stated the request is for both an Annexation Agreement and an associated Zoning Map Amendment. She noted there are multiple components of the Agreement and additional public hearings will be required before it may be adopted by Council. She explained the timeline for potential annexation and development of the property, noting that the Town of Normal and McClean County have been informed and invited to collaborate to ensure the needs of everyone were accommodated within the Agreement.

Ms. Pemberton noted site considerations including, 1) access to West Market Street (Route 9), which will require a traffic study, intersection design study, and coordination with Illinois Department of Transportation (IDOT) to ensure access design is sufficient; 2) the extension of Enterprise Drive; and 3) the stream located along the western edge of the site which the developers will have to protect, meaning stormwater will need to be moderated sufficiently. She discussed the proposed site plan, including multiple-family housing, commercial area, and a second temporary, locked, emergency access to Old Peoria Court until Enterprise Drive is available as a secondary ingress/egress point. She explained the proposed zoning would be M-1 (Restricted Manufacturing) District, which conforms with the surrounding parcels, and the reservation of right to zone certain acreage to the B-2 (Local Commercial) District based on market and community need. Staff supports either the M-1 or B-2 zoning as appropriate for the subject property.

Staff discussed the benefits to the City of the Agreement, including roughly 790 dwelling units to support existing commercial properties in the area; the installation of sewer and water infrastructure for the surrounding properties (paid for by the Developer); the right-of-way for Enterprise Drive extension; the dedication of at least 17.9 acres for creation of park, or a fee-in-lieu thereof; and stormwater infrastructure and management. She noted commitments the city will be making, including: the over-sizing of water mains by cost-sharing; allowing an extended timeline for enforcement of the Special Use Permit for

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY JULY 5, 2023

Page | 3

Multiple-Family Dwellings in the M-1 (Restricted Manufacturing) District; possibility of future street maintenance, if roads become public; and standard land entitlement agreements. She noted the goals and objectives from the Comprehensive Plan, of which this Annexation is supportive.

Chair Boyd clarified whether the Planning Commission is voting on the Agreement and the Zoning Map Amendment to M-1. He also asked for clarification on whether the vote would include the future potential Map Amendment(s) to B-2.

Ms. Pemberton explained the right to rezone to B-2 is reserved in the Agreement, if the market sees a less intense commercial use is needed; this would eliminate the need for future public hearings to enact the change(s) since either zoning could be found to be appropriate at this time.

Chair Boyd opened the Public Hearing, inviting the Applicant to present.

Nathan Hinch (201 E. Grove Street #100), Attorney representing Bloomington 77 Development, introduced the development team, provided a short description of the project and subject timeline, and invited Patrick Hoban to speak first.

Patrick Hoban (200 W. College Avenue #402), President of the BN Economic Development Council (EDC), presented data from the EDC's housing study from April, 2022, and Rivian employment data from Q1 of 2022. He explained that combining the original housing study and Rivian's new data, Bloomington is in need of 7-8,000 housing units. He explained the EDC is supportive of any housing, and the Bloomington labor shed has expanded from the typical 60 up to 90 miles in recent years. The EDC is consistently hearing from Businesses—including State Farm, Rivian, and Ferraro—that they are struggling to find and house workers.

Neil Finlen (2709 Mc Graw Drive), spoke as the project Engineer, to discuss the housing crisis in Bloomington and explain the details of the project and design of the site. He explained how environmental elements of the site and access to Route 9 (Market Street) have been accommodated in the site design. He stated collaboration with IDOT has taken place, and will continue to take place, to ensure safe and sufficient access to Route 9. He explained the emergency access on Old Peoria Road will be temporary and not accessible to residents; this access was only created due to EMS concerns related to having only one access. He discussed the permitting, review, and tap-on fees associated with the project.

Mr. Hinch wrapped up the presentation for the Applicant. He explained that this project complies with current Ordinances, they have not requested any Variances, the project complies with the Comprehensive Plan which sees this area as employment center, and the project is compatible with the uses in the surrounding area.

Luis Sandoval (2515 W. Market Street) stated he lives on Route 9 and has concerns about the potential development. He stated relying on Rivian could lead to issues if Rivian closes, and the new development will add to already increasing traffic. He stated that he and his neighbors value the country/rural living lifestyle that their neighborhood

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY JULY 5, 2023

Page | 4

currently provides. He expressed concerns about the possibility of crime rates increasing and potential negative impacts to the school district.

The Applicant responded. **William Coffey (529 E. 38th Street, Chicago)** spoke for Bloomington 77 Developments and explained the development concept came from what they perceived as a need, after studying the community for multiple years. He explained that they have collaborated with businesses, not isolated to Rivian, and local community members. He stated their research found a majority of housing in Bloomington is owned or student housing, demonstrating a need for housing appropriate for recent graduates or working residents who are not ready to purchase a home. He stated workforce development and affordable housing are major components of the project. He stated the investment you put into the development inspires the treatment of such, and they plan to create a community that addresses common causes of petty crime. He said the development will include community facilities to promote respectful treatment and foster a welcoming community.

Mr. Finlen stated traffic will increase and reiterated collaboration with IDOT will ensure traffic will be appropriately addressed. Discussing schools, he explained that Unit 5 has reviewed the project and is supportive because it will help balance the student population between the high schools.

Jennifer Delgado (2519 W. Market Street) stated she agrees with Mr. Sandoval's statement and expressed concern about the longevity of Rivian and the worker surplus. She noted Mitsubishi's factory closing after over 20 years of operation. She expressed concerns about the retention area and how it will impact her property. She explained that she was told she is on a high water table and is afraid of the effect a retention pond will have on the surrounding area. She questioned if any studies have been completed.

Mr. Finlen responded with details about the strict and comprehensive stormwater detention regulations with which the development will be required to comply. He discussed considerations of designing stormwater detention areas. He stated a belief the stormwater detention may help the situation, but would at least not hurt it.

Chair Boyd asked Staff if any incentives are being provided by the City of Bloomington.

Alissa Pemberton stated that no City incentives are provided as part of this Agreement.

Chair Boyd asked Mr. Hoban to speak on the risk of something happening to Rivian once the proposed project is constructed.

Patrick Hoban stated the risk goes both ways. He said without the housing supply, the businesses will go under due to the lack of people. On the other hand, if the business goes under, we are stuck with the housing stock we created. He also stated that many local businesses, not just Rivian, stated they are struggling to find people and housing.

Joe Kelly (2513 W. Market Street) expressed issues concerning traffic. He explained that commuters already use Old Peoria Court and drive across the dead end to access Route 9, even with barrier poles in place. He stated he is confused on how the temporary

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY JULY 5, 2023

Page | 5

emergency exit can function without becoming an exit for residents of the new development. He expressed concerns that existing residents on Old Peoria Court will be forced to connect to City services and follow city regulations. He also stated he does not see the demand in Bloomington for new housing, especially apartments. He expressed concerns related to safety of families and children around the detention pond.

Ms. Pemberton responded that the proposed annexation is only for the property that is the subject of this case. She explained that existing residents of Old Peoria Court that are County residents will remain under County regulations unless they annex themselves, which they would need to do if they wanted to tap into public water and sewer. She stated the temporary access is required to be gated and locked, using a specific lock that only EMS services have access to. Once the extension of Enterprise drive is completed, the Developers will be required to remove the temporary access and restore or redevelop the land in compliance with the Concept Plan. She explained that detention and retention ponds are required to be designed and maintained in a way that is safe for the public, according to the City's Manual of Practice. Public Works Director, Kevin Kothe, confirmed.

Jason Simmons (2510 Old Peoria Court) stated he sees no benefit from the annexation for the current residents. He stated the traffic and noise in the area continue to worsen, and the proposed development will only increase those issues. He is concerned the detention pond will become a hang out spot, with potential of drinking and similar activities. He stated he does not see the need for additional housing; over half of the people he worked with at Mitsubishi commuted from the surrounding area. He also stated that he asked to connect to City sewer and was told he was going to have to build a sewer main through his yard.

Ms. Pemberton explained the difference between mains and laterals regarding connection to public sewer. She stated homeowners are responsible for connections to public mains, similar to a driveway connecting to a public road. She verified there is no City work being completed on the public sewer because the developer is responsible for utility work on their property. She recommended Mr. Simmons refer additional questions on connecting his property to water or sewer to Public Works. Chair Boyd also recommended the residents talk to Public Works after the meeting due to the scope of the conversation.

John Hoffer (2522 Old Peoria Court) pointed out an open-ended road on the west of the site and expressed concern that the residents are not being told everything about development. He stated that traffic makes it difficult to exit onto Rivian at certain times of the day and he cannot keep his windows open due to traffic noise. He stated his concern for connectivity of transportation other than car. Regarding the detention pond and trails, he stated there are similar developments elsewhere in town which now are badly deteriorated, and expressed concern that the same thing may happen.

Vice Chair Beyer asked Staff and the Developer about direct transportation to Rivian.

Ms. Pemberton stated that Rivian Motorway is designated as a future Complete Street, which will allow for safe biking and walking to and from Rivian,

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY JULY 5, 2023

Page | 6

however this is a long-term project. She stated that Connect Transit is aware of the project. She mentioned that the developer is required to install full-size sidewalks along all roadways within the development but is considering larger sidewalks and other improvements to support multi-modal transportation.

Mr. Finlen further described plans for future traffic patterns and the possible impacts on Old Peoria Road. He explained there is no access planned to Old Peoria Rd, nor would IDOT allow that to happen. He stated that the traffic signals will be connected to the existing signals in order to allow traffic to move smoothly and freely. He confirmed that trail development is planned, for transportation and recreation. He verified collaboration between Connect Transit for possible service to move residents to Rivian or other employers; a routine route will not work, but a micro-service transit route is being discussed. He stated there is no hidden agenda related to the dead-end street on the west side of the Concept Plan. He explained it is common to “future-proof” developments during design, so they do not isolate themselves by limiting their entries and exits. He noted that City Code requires stub-out for future planned roads and utilities so they would be required to place it anyway.

Chair Boyd asked about specifics related to the transportation studies.

Mr. Finlen stated they will need to analyze the Traffic Impact and Intersection Design Study to ensure the intersection works and will be sufficient for traffic. He stated that it is the purview of IDOT, rather than the City, once they interact with State Route 9.

Ms. Pemberton stated the Traffic Study will include the Enterprise Drive extension and dictate the timeline for that project.

John Delgado (2519 W. Market Street) presented the Notice of Public Hearing letter he received from the City, dated June 4, 2023. He expressed concerns about not hearing about the project and public hearing sooner since the Developer stated they have been working on the project for months. He stated that renters do not have “skin in the game” and Rivian could leave at any time.

Assistant Corporation Council, George Boyle, explained the public notice requirement for a meeting like this is at least 15 days, but no more than 30 days. He stated it is not unusual for projects such as this to be in planning for years before public hearing, due to the amount of detail and preparation that need to take place.

Chair Boyd asked Patrick Hoban whether there is a difference in need between apartments and houses, and the benefit housing has to the taxpayer.

Patrick Hoban stated the housing study took place during 2021 and the EDC was not aware of this project at the time. He stated all types of housing are needed for Bloomington, whether it be luxury housing or affordable housing. He was unsure of any direct benefit of apartment housing to the taxpayer, other than alleviating the burden of need and providing more cost-efficient development than detached housing allows. He stated that high density allows for one utility line to serve multiple families, while in a single-family home neighborhood one line serves just one home.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY JULY 5, 2023

Page | 7

Ms. Pemberton verified the City is not providing any economic development incentives.

Chair Boyd closed the public hearing.

Vice Chair Beyer asked for clarification that the Commission is only looking at the Annexation Agreement and Zoning, that this is not Site Plan Review.

Staff clarified that the Concept Plan is part of the agreement so there is reasonable expectation that the resulting development will resemble what has been presented. Site and design review will still occur as part of building permitting; however, this is essentially the agreed upon project. Staff noted that if the project changes significantly the Developers would need to come back before the Planning Commission to amend the Agreement.

Commissioner Krieger made a motion, seconded by Vice Chair Beyer to establish findings of fact that the request for approval of the proposed Annexation Agreement is in the public interest and not solely for the benefit of the Applicant, and to recommend approval of the request.

Chair Boyd commented that the project will be heard by the Zoning Board of Appeals on July 19 for the Special Use Permit, and then by City Council on July 24. He stated that he disagreed with the statement that the community should accept “any housing,” and advocated for the promotion and development of infill land before sprawl. He stated that this project does not fully represent infill or sprawl, and his preference would be to see more core properties redeveloped, but he still supported this project.

Roll call.

AYES: Commissioner Lewis; Chair Boyd; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Patino; Vice Chair Beyer; Commissioner Peradotti

Motion passed.

Vice Chair Beyer made a motion, seconded by Commissioner Krieger to establish findings of fact that the request for approval of the proposed Zoning Map Amendment to the M-1 (Restricted Manufacturing) District and/or B-2 (Local Commercial) District is in the public interest and not solely for the benefit of the Applicant, and to recommend approval of the request.

Roll call.

AYES: Commissioner Lewis; Chair Boyd; Commissioner Brady Sant Amour; Commissioner Krieger; Commissioner Patino; Vice Chair Beyer; Commissioner Peradotti

Motion passed.

New Business

Chair Boyd introduced two new Commissioners, David Lewis and William Peradotti, who introduced themselves.

Ms. Pemberton introduced John Myers, new Assistant City Planner. He gave an introduction.

TO: ZONING BOARD OF APPEALS

FROM: Economic & Community Development Department

DATE: July 19, 2023

CASE NO: SP-19-23, Special Use Permit for Multi-Family Dwellings

REQUEST: Public hearing, review, and action on a petition submitted by Bloomington 77 Developments, LLC requesting approval of a Special Use Permit for Multi-Family Dwellings in the M-1 (Restricted Manufacturing) District, for the property generally located north of W. Market Street (State Rte. 9), near the eastern termination of Old Peoria Court, consisting of approximately 77 acres (PIN: 13-36-326-002).

BACKGROUND

Request:

The Applicant seeks a Special Use Permit to allow Multi-Family Dwellings in the M-1 (Restricted Manufacturing) District, per § 44-601A which indicates Multi-Family Dwellings may be permitted as Special Uses in the M-1 District. No waivers to the subject use provisions are requested. The Applicant proposes to construct 700-800 apartment units and 90 townhome units at the site. The site will also include 180 enclosed garage spaces and 1,323 exterior parking stalls.

The request is in conjunction with an Annexation Agreement and Zoning Map Amendment request, being heard by the Planning Commission and City Council as case Z-11-23.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Sunday, July 2, 2023. Courtesy notices were mailed to 24 property owners within 500 feet of the subject property.

ANALYSIS

Property Characteristics:

The subject property consists of approximately 77 acres of vacant land located near the eastern terminus of Old Peoria Court, north of West Market Street (State Route 9), and east of Revenue Park and a large tract of land zoned M-1 (Restricted Manufacturing) District. No existing Annexation Agreement or Preliminary Plan was found for the subject property. The proposed Enterprise Drive Extension borders the northern end of the property, and public water and sewer mains are available either within, or immediately adjacent to, the property boundaries.

The property is currently used as cropland. A modified natural drainage path runs near the western boundary of the property, with additional drainage paths for the subject and adjacent properties collecting in the southwest before exiting through culverts at Old Peoria Court and West Market Street. Stormwater from the property drains to the Salt Subbasin of the Sugar Creek Watershed.

Surrounding Zoning and Land Uses:

	Zoning	Land Uses
North	Town M-2 (General Manufacturing), County A (Agricultural)	Vacant, Cropland
South	County A (Agricultural), M-1 (Restricted Manufacturing), B-1 (General Commercial)	Transportation Corridor, Residential, Fabricated Metals, Warehouse, Office
East	County M-1 (Restricted Manufacturing)	Warehouse, Office
West	M-1 (Restricted Manufacturing)	Vacant, Cropland, Office

Description of Current Zoning District:

The M-1 (Restricted Manufacturing) District is intended to provide for industrial, warehouse, storage and transfer service uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities. Just as industrial uses are excluded from residential areas to promote public health, safety, and welfare, so are residential subdivision developments excluded from this district. (§ 44-601A).

Subject Code Requirements:

§ 44-402B, “Allowed Uses Table” indicates Multi-Family Dwelling Units permitted as Special Use in the M-1 District.

STANDARDS FOR REVIEW

The Zoning Board of Appeals (ZBA) shall hold at least one public hearing on any proposed Special Use and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Special Use meets all of the Standards of Approval listed in § 44-1707H and discussed below.

Special Use Permit for Multiple-Family Dwellings in the M-1 (Restricted Manufacturing) 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 intent of a Special Use is to ensure that “special consideration [is] given to the characteristics of surrounding property, as well as the site itself and the impact such a use would have on adjoining or nearby property” (§ 44-1707A), but for residential uses in the M-1 (Restricted Manufacturing) District, the practical reality of that intent is really about avoidance of setting residential

developments up for failure when locating them near some of the more intensive uses that could be permitted within the District. Some of the potential for long-term misalignment is mitigated simply by developing a project with the starting expectation that those other uses are possible; an expectation the Applicant is well aware of. Remaining concerns for future residents may be mitigated through the provision of well-designed on-site circulation, appropriate buffering, and opportunities for outdoor usage and recreation in areas that are located within the residential component of the project, rather than toward the perimeter, or interspersed with more intensive uses. The establishment, maintenance, or operation of the Special Use will not be detrimental to the public health, safety, comfort, or general welfare of the surrounding Light Industrial and residential uses, or to the residents of the future development itself. ***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 impacts of multiple-family dwellings to the adjoining or nearby properties are equivalent—and sometimes less—than others that would be permitted by right in the District. The level of traffic, light and sound associated with multiple-family dwellings can be expected to be lesser than uses such as car washes, vehicle fueling stations, repair and service, truck stops, or many of the Personal Care or Retail and Service uses approved for the District. Development of multiple-family dwellings, even extensively, will not be injurious to the use and enjoyment of other property in the immediate vicinity. ***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 designation on the City's Future Land Use Map for this area is "Employment Center," and a portion of the overall project is proposed for commercial development, but this development is also designed to support the community's existing employment centers that are struggling to find employees and associated housing. Incorporating residential components into this project will not impede the normal and orderly development and improvement of surrounding properties. In addition, the requested residential components are located on the interior of the site, away from major thoroughfares designed for intensive vehicle usage. Complementary local commercial uses are planned for the portions of the site adjacent to West Market Street (W. Route 9) and will act as a buffer between the residential uses and more intensive commercial uses to the east and south of the subject property. The Special Use would contribute to Goal H-1 (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington) of the 2035 Comprehensive Plan. ***Standard is met.***

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

City water and sewer are already available on or adjacent to the property. The Applicant will be responsible for the construction and cost of a majority of the infrastructure for the new development, with tap-on fees contributing to the cost of existing water and sewer infrastructure. Parkland Dedication obligations will be provided through either dedication of property identified

by the City as desirable for construction of a community park, for which the bulk of the cost of construction may be funded from fee-in-lieu payments from other projects, or by payment of a fee in lieu that may be used to support other existing or future parks in the area. The property is served by Unit 5 School District. Stormwater detention will be provided on site. ***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 will be constructed as required per the City's Manual of Practice, including at least 5-foot sidewalks on both sides of the streets. Private access drives and parking will be required to meet Code requirements, and parking has already been demonstrated to meet such. Discussions are underway regarding the possibility of micro-transit options to move employees between the development and local large employers. ***Standard is met.***

6. The Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals.

The use will be required to meet the standards for the District, including provision of required yards, and any buffering or screening requirements. No waivers to use provisions are requested or provided as part of this Special Use Permit. ***Standard is met.***

STAFF RECOMMENDATION

Staff finds that the application ***meets*** all the standards for a Special Use Permit and recommends that the Zoning Board of Appeals take the following actions:

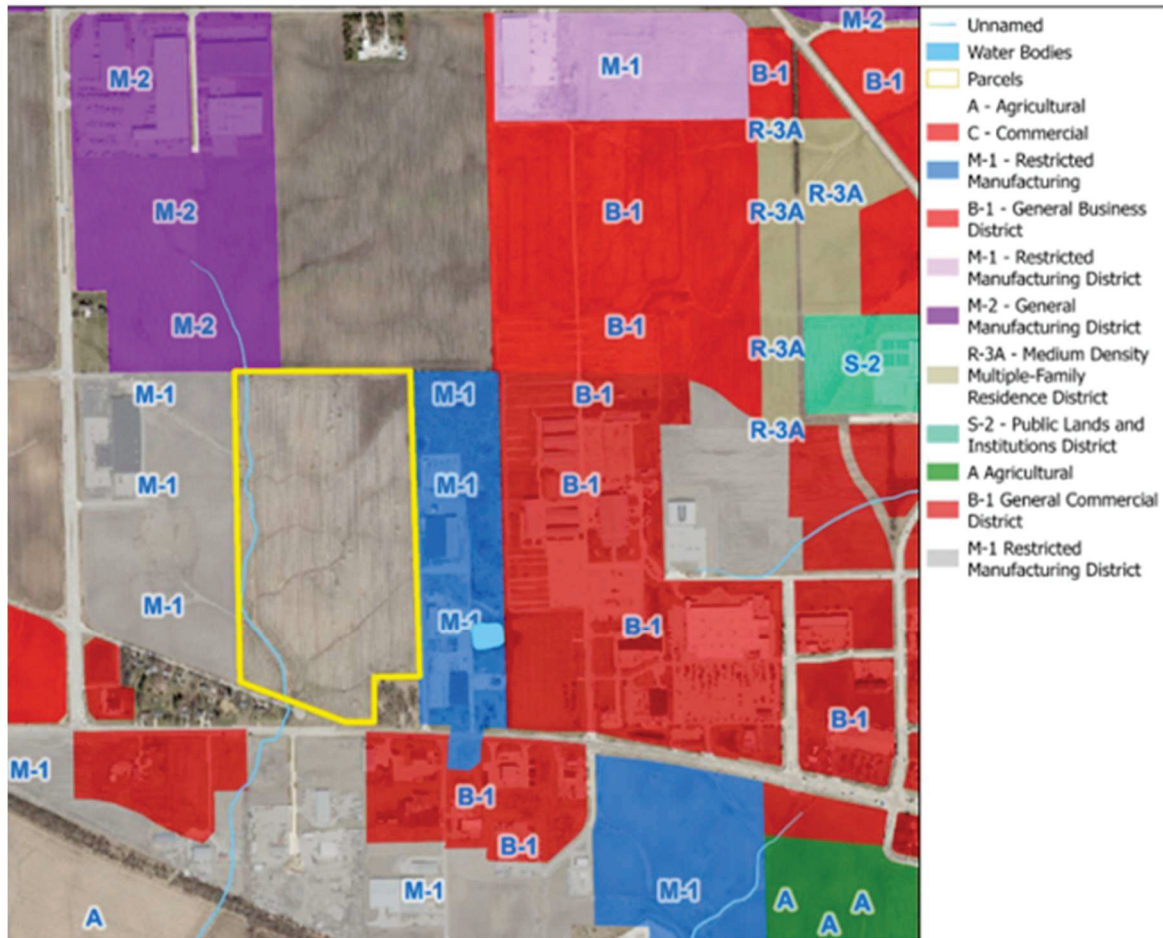
Motion to establish findings of fact that all ***standards for approval*** of a Special Use Permit ***are met***, and to ***recommend approval*** of the request with no conditions.

Respectfully submitted,
Jon Branham
City Planner

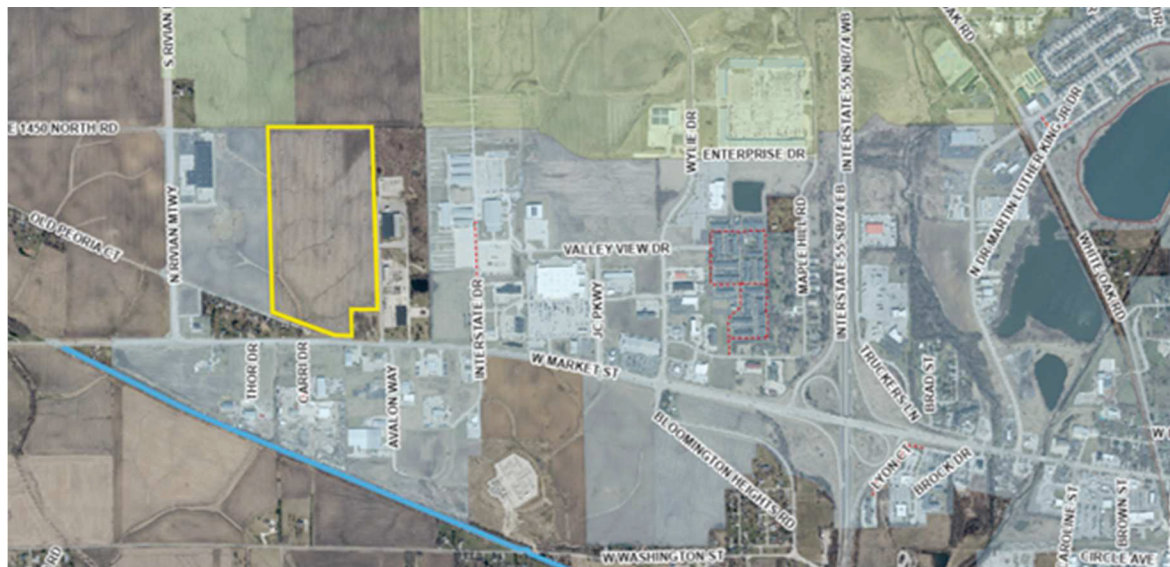
Attachments:

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

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Bloomington 77 Development Description

Premier Luxury Developments, LLC (PLD), D/B/A Bloomington 77 Developments, LLC, was founded in 2017 with a single mission: to build structures with enduring value and the potential to become timeless. Our team of creative professionals carefully evaluates each project in order to adhere to both financial and time constraints, while providing provocative and innovative designs.

Our present development project, "Bloomington 77 Development" (tentatively named) will consist of an unprecedented ground-up workforce development construction project in the blossoming Bloomington/Normal district. This project will present a variety of market-rate offerings, with future plans to pursue opportunities that would allow the inclusion of qualified affordable units as well. PLD has assembled a dream team of consultants, engineers, financial consultants, and investors to present a 77 ACRE development project that will consist of approximately:

- 700-800 total apartment units
- 90 townhouses units
- 10 acres dedicated to retail and commercial space
- A Community Center equipped with pool, fitness center, and office space
- An outdoor running and biking trail
- Rivian-based transit implementation
- Greenspace and Detention Pond

This opportunity is mainly derived from Rivian, a new electric car plant, generating a demand for new housing and development in the area. It is also home to State Farm, Illinois State University, Illinois Wesleyan University, and is just 45 min from the University of Illinois. This is a prime location and opportunity as Rivian has just signed a deal with Amazon, who owns a 20% stake in the company, to manufacture 100,000 electric delivery vehicles by 2030. Rivian is also producing other lines of vehicles to be in competition with Tesla in the near future.

Additionally, we believe the recent investment of Ferrero North America's \$214M production facility, with the proximity to Chicago, St. Louis, Champaign, Peoria, and Indianapolis, solidifies Bloomington/Normal as an emerging and expanding economic sector that is ripe with opportunity.

This development project will be like no other prior. Premier Luxury Developments, the parent company, has teamed up with Hope Housing Foundation, Taylor Capital Consultants, Studio H Design company, the Farnsworth Group, and others to create a futuristic and captivating, never seen before architectural concept that will provide this neighborhood an aesthetic and artistic appeal. This will be the first of many designs and projects to be implemented by PLD, as we foresee the growth and expansion of Bloomington/Normal to be ongoing, in concurrence with recent studies conducted by the Bloomington/Normal Economic Development Committee.

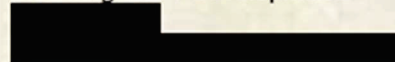
We greatly are appreciative of your feedback, guidance, and support throughout this process.

Sincerely,

William

W. E. Koffie Jr., Esq.

Bloomington 77 Developments



Attachment4 - Concept Site Plan



